



Rizzetta & Company

NatureWalk Community Development District

**Board of Supervisors' Meeting
August 21, 2025**

**Continued from August 7,
2025**

**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 Mike Grubbs Skylar Lee Danell Head Mike Duffey	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Stephanie DeLuna	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**

July 25, 2025

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday, August 7, 2025, 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 ON AGENDA ITEMS

3. BUSINESS ADMINISTRATION

- A. Consideration of the Minutes of the Board of Supervisors Meeting Held on Thursday, July 10, 2025 **Tab 1**
- B. Ratification of the Operations and Maintenance Expenditures for The Month of June 2025 **Tab 2**
- C. Consideration of Resolution 2025-07, Re-Designating an Assistant Secretary..... **Tab 3**

4. STAFF REPORTS

- A. District Landscape Provider
 - 1. Presentation of District Landscaping Reports **Tab 4**
- B. District Engineer
 - 1. Discussion of Innerlight WA# 10 Stormwater System Inspections
 - 2. Discussion of Innerlight WA# 11 Bathymetric Surveys
 - 3. Discussion of Innerlight WA# 12 Irrigation System Assessment Efforts
- C. District Counsel
 - 1. Parcels Update
 - 2. Presentation of the Proposed PBA Towing Contract..... **Tab 5**
- D. District Manager
 - 1. Review of Goals and Objectives for Fiscal Year 2025-2026
- E. District Chair

5. BUSINESS ITEMS

- A. Public Hearing on Fiscal Year 2025/2026 Final Budget
 - 1. Presentation of Proposed Final Budget for Fiscal Year 2025/2026 **Tab 6**
 - 2. Consideration of Resolution 2025-08, Adopting FY 2025/2026 Final Budget **Tab 7**
- B. Public Hearing on Fiscal Year 2025/2026 Special Assessments
 - 1. Consideration of Resolution 2025-09, Imposing Special Assessments **Tab 8**
- C. Discussion and Consideration of Green Earth WA# 25-18-C for Palm Tree Trimming..... **Tab 9**
- D. Ratification of Green Earth WA# 25-21 June Irrigation repairs **Tab 10**

E. Discussion and Consideration of Digital Speed Limit Sign Options**Tab 11**
F. Discussion and Consideration of On Demand Paver Proposal # 2367 for
 Bridge 1 West Approach Paver Leveling**Tab 12**
G. Discussion and Consideration of Tract H Emergency Egress
H. Discussion and Consideration of Copy Systems Proposal for No Street Parking Sign.....**Tab 13**
I. Discussion and Consideration of the Lake Doctors October 2025 Renewal.....**Tab 14**
J. Consideration of Contract for Professional District Management Services.....**Tab 15**

6. SUPERVISOR REQUESTS AND COMMENTS

7. ADJOURNMENT

Very truly yours,

Stephanie DeLuna

Stephanie DeLuna
District Manager

Tab 1

1
2 **MINUTES OF MEETING**
3

4 *Each person who decides to appeal any decision made by the Board with respect to any*
5 *matter considered at the meeting is advised that the person may need to ensure that a*
6 *verbatim record of the proceedings is made, including the testimony and evidence upon*
7 *which such appeal is to be based.*
8

9 **NATUREWALK COMMUNITY DEVELOPMENT DISTRICT**
10

11 The meeting of the Board of Supervisors of the NatureWalk Community Development
12 District was held on **Thursday, July 10, 2025, at 12:00 p.m.** at the Walton Area Chamber
13 of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459.
14

15 Present and constituting a quorum:

16		
17	Jonette Coram	Board Supervisor, Chairman
18	Mike Grubbs	Board Supervisor, Vice-Chairman
19	Danell Head	Board Supervisor, Assistant Secretary
20	Mike Duffey	Board Supervisor, Assistant Secretary
21		

22 Also present were:

23		
24	Stephanie DeLuna	Rizzetta & Company, Inc.
25	Trevor Knowles	Landscape Provider, GreenEarth
26	Jim Martelli	District Engineer, Innerlight Engineering
27		<i>(via speakerphone)</i>
28	Katie Buchanan	District Counsel, Kutak Rock
29		<i>(via speakerphone)</i>
30	Patrick O'Bryant	District Counsel, Kutak Rock
31		<i>(via speakerphone)</i>
32		

33	Audience	There was one audience member present
34		

35 **FIRST ORDER OF BUSINESS**

Call to Order

36
37 Ms. DeLuna called the meeting to order at 12:00 p.m. and confirmed there was a
38 quorum present.
39

40 **SECOND ORDER OF BUSINESS**

Audience Comments

41
42 There were no audience comments.
43

44 **THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the
Board of Supervisors (BOS) Meeting
held on June 5, 2025**
45
46

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
July 10, 2025 - Minutes of Meeting

47
48
49

Ms. DeLuna presented the BOS meeting minutes. No changes were requested.

On a motion by Mr. Duffey, seconded by Ms. Head with all in favor, the BOS approved the Minutes of the BOS Meeting held on June 5, 2025, for NatureWalk Community Development District.

50
51
52
53
54
55
56
57

FOURTH ORDER OF BUSINESS

**Ratification of the Operations and
Maintenance (O&M) Expenditures for
the Month of May 2025**

Ms. DeLuna presented the O&M expenditures for May 2025.

On a motion by Ms. Head, seconded by Ms. Coram, with all in favor, the BOS ratified Operations and Maintenance Expenditures for the Month of May 2025, in the amount of \$93,565.21 for NatureWalk Community Development District.

58
59
60
61

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Landscape Provider

Trevor Knowles presented the June 2025 Completed Services Report. June irrigation audit findings have not been confirmed as complete and the associated work authorization (WA# 25-21) has not been created for the repairs. Mr. Knowles will investigate and report the results to Ms. Coram.

Ms. Coram noted that Turf Aeration was marked as Not Applicable in the June report, however this service is in contract. Mr. Knowles will schedule aeration during July, 2025.

Mr. Knowles has a team assessing the entranceway turf for the possibility of fungus formation due to recent rains and will treat the areas to prevent turf damage if warranted.

During the July property walk, it was noted that not all turf areas require weekly mowing, so it may be possible for crew efforts to be diverted from grass cutting to more detail work such as trimming shrubs or removing foliage from sidewalks, etc. Mr. Knowles will make that determination on a weekly basis via a community drive through one day prior to the District's service date and communicate it to the crew manager.

In July 2025, tree trimming began to remove branches that obscure safety signage and streetlights. Branches, vines and grasses that impact pedestrians walking on sidewalks will also be trimmed.

Green Earth has been asked to revise their rudimentary irrigation maps during the July audit so that District maps may be created using the correct information.

86

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
July 10, 2025 - Minutes of Meeting

87 Mr. Knowles presented the crew map and stated that the crew will be performing detail
88 work in Section 2 on July 14th; however, weeds and volunteer plants on the north side of
89 Cinnamon Fern in Section 1 will also be addressed.
90

91 Crews will begin cutting dead foliage to ground level weekly. This includes muhly grasses
92 that did not recover from the January snowfall or have reached the end of their lifespan.
93 Pine straw will be rearranged to cover the empty areas and replacement plants will be added
94 when budget allows to provide a more manicured, healthy landscape throughout the
95 community.
96

97 Green Earth has been asked to provide additional details regarding a proposal for well
98 maintenance previously provided for budgeting purposes only by a former Account
99 Manager.
100

101 Mr. Knowles presented Green Earth's proposals for Pond #21 Landscape Improvements
102 and Retention Basin Sod Replacement which will be considered by the BOS later in the
103 meeting.
104

105 **B. District Engineer**

106 Mr. Martelli confirmed that Stormwater Management Ponds and Retention Basin
107 inspections, along with Bathymetric surveys of the first five (5) ponds will begin in July 2025
108 and complete in early August, weather permitting.
109

110 Ms. Coram asked if it is possible to schedule any necessary repairs to complete by
111 September 30 as funds are available in the FY24-25 budget.
112

113 Mr. Martelli stated that, depending on their findings, Innerlight will schedule contractors
114 to first clear the items whose scopes of work can be completed during the months of August
115 and September, 2025.
116

117 Ms. Martelli confirmed the timeframe for completion of Innerlight WA# 12: Irrigation
118 System Assessment & Mapping, should the BOS approve it. Tasks 1 and 3 will be started
119 immediately, with an estimated time of completion in early August. Task 2: Irrigation Supply
120 Wells Mapping will begin once Green Earth has furnished their updated irrigation drawings.
121

On a motion by Ms. Head, seconded by Mr. Grubbs, with all in favor, the BOS approved the addition of Innerlight Work Authorization #12 to the July 10, 2025 agenda for NatureWalk Community Development District.

122
123

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the BOS approved Innerlight Work Authorization #12 in the amount of \$6,200.00 for NatureWalk Community Development District.

124

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
July 10, 2025 - Minutes of Meeting

125 Ms. Coram asked if the District would need approval from Walton County Traffic Control
126 to install an additional FDOT 15mph speed limit sign equipped with a flashing radar speed
127 indicator at the Bridge 1 east approach.
128

129 Mr. Martelli stated this would not be necessary.
130

131 Ms. Coram explained that the pavers at the Bridge 1 west approach which were re-
132 leveled in January 2023 by On Demand Pavers have begun to shift slightly.
133

134 Mr. Martelli stated that the paver shift can be addressed as a maintenance item.
135

136 Ms. Coram will contact On Demand Pavers to request a proposal for paver leveling for
137 consideration by the BOS at a later date.
138

139 **C. District Counsel**

140 Ms. Buchanan reported that the hearing was held on the notice and order to show
141 cause for failure to prosecute in the Starkey-Hughes quiet title action. CDD counsel
142 appeared, the Starkey-Hughes did not. The court set it for a further case management.
143

144 Ms. Coram gave an update on the District's formal requests to the Walton County
145 Fire District and Planning Department for emergency egress through Tract H.
146

147 Signs noticing a Technical Review Committee Meeting for the Tract H Minor
148 Development Order were installed by Walton County on July 9th. Ms. Coram contacted
149 Stephen Schoen, Deputy Planning Director, to ask if the District's previous emergency
150 egress request would need to be resubmitted to the entire TRC during the July 23, 2025
151 hearing.
152

153 Mr. Schoen confirmed that the request will be made part of the record. However, he
154 encourages members of the public to attend any meetings that have a project of
155 interest, so Ms. Coram will attend on behalf of the District.
156

157 Ms. Coram asked if Ms. Buchanan or Mr. O'Bryant had any input on the PBA Towing
158 services letter under Tab 8. The intent of the District Parking and Towing policy is to
159 keep streets and alleys clear for emergency and trash collection vehicle access and to
160 prevent damage to landscaping.
161

162 Discussion ensued. The BOS is in favor of allowing roam towing between the hours
163 of 12AM and 6AM only.
164

165 As with previous contracts, the District Manager will authorize towing during regular
166 business hours and in emergencies. After business hours and on weekends, or if
167 Rizzetta is otherwise unavailable, two representatives from the District Board of
168 Supervisors are authorized to tow: Mike Duffey and Danell Head.
169

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
July 10, 2025 - Minutes of Meeting**

On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the BOS authorized the Chair to work with Staff to execute a towing contract with PBA Towing which allows roam towing between the hours of 12AM and 6AM on behalf of the NatureWalk Community Development District.

170
171
172
173
174
175
176
177
178
179
180
181

D. District Manager

Ms. DeLuna stated that Holly Bailey is no longer with Rizzetta. Ms. DeLuna, Melissa Dobbins and Administrative Assistant Heidi Jacobs will be the points of contact for NatureWalk CDD until a replacement is hired or assigned.

Ms. DeLuna asked for a motion to update Green Earth WA# 25-18.

Ms. Coram noted that the correct price had been approved by the BOS previously, but the wrong proposal was attached to the Work Authorization.

On a motion by Ms. Head, seconded by Mr. Duffey, with all in favor, the BOS approved updating Green Earth WA# 25-18, for NatureWalk Community Development District.

182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203

E. District Chair

Virgin Brothers will begin boardwalk and bridge wear deck repairs on July 14, 2025 starting with the east Preserve Trail approach.

The July lighting audit found one (1) streetlight and three (3) Bridge 1 pedestrian walkway light outages. Gulf Coast Electric is currently onsite to retrofit streetlight #81 to LED. The B1 walkway lights were replaced with LED fixtures via volunteer effort on July 5, 2025.

The Lake Doctors estimates that installation of the Pond #10 fountain motor will complete by July 18, 2025.

Animal Control was unable to collect any of the Pond #13 ducks during a site visit in June. A resident volunteer is working with the officer to schedule their removal to a farm nearby in July.

The Florida Fish and Wildlife Conservation Commission (FWC) permit for trapper removal of the Pond #15 alligator was completed on June 19, 2025.

SIXTH ORDER OF BUSINESS

BUSINESS ITEMS

A. Discussion and Consideration of Green Earth Pond #21 Landscape Improvements

Green Earth WA #25-22 will provide for the removal of two (2) wax myrtles and installation of three (3) bay magnolias, one (1) cypress and twelve (12) sand cord plants.

209

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
July 10, 2025 - Minutes of Meeting**

On a motion by Mr. Duffey, seconded by Mr. Grubbs, with all in favor, the BOS approved Green Earth Proposal #85857 in the amount of \$7,305.88 for NatureWalk Community Development District.

210
211
212
213
214
215
216
217
218

B. Discussion & Consideration of Green Earth Proposal for Retention Basin Sod Replacement WA# 25-23

Green Earth WA# 25-23 will provide for installation of Bermuda sod on the west side of the retention basin. SavATree will first perform tree root and limb removal. Green Earth will install Bermuda sod to grade using staples to prevent soil movement / erosion so that silt does not impact stormwater system piping.

On a motion by Mr. Duffey, seconded by Mr. Grubbs, with all in favor, the BOS approved Green Earth Proposal # in the amount of \$2,255.09, for NatureWalk Community Development District.

219
220
221
222
223
224
225
226

C. Discussion of the Approved Fiscal Year 2025-2026 Proposed Budget

The BOS made no changes to the Budget, which includes an assessment increase for as follows:

35' lots	\$73.47	Office	\$269.66
45' lots	\$94.79	Multifamily	\$63.19

On a motion by Ms. Coram, seconded by Mr. Grubbs, with all in favor, the BOS approved making no changes to the Approved Fiscal Year 2025-2026 Budget, for NatureWalk Community Development District.

227
228
229
230

Ms. DeLuna recommended attaching a cover letter to the public hearing notice which offers explanation for the increase.

On a motion by Ms. Head, seconded by Mr. Duffey, with all in favor, the BOS approved the District Manager and Chair to draft a cover letter to accompany the public hearing notice, for NatureWalk Community Development District.

231
232
233
234
235
236
237
238
239
240
241
242
243

D. Discussion & Consideration of Assuming Responsibility for the NatureWalk HOA Digital Speed Limit Sign

Discussion ensued regarding the HOA's request for the District to accept responsibility for its Digital Speed Limit sign which is located at the Bridge 1 west approach.

Ms. Coram also proposed the purchase of a second flashing radar sign, to be installed at the east approach of Bridge 1.

The BOS asked Ms. Coram to research more advanced digital speed signs with better data collection capabilities for consideration at the August 7, 2025 board meeting.

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
July 10, 2025 - Minutes of Meeting**

On a motion by Ms. Head, seconded by Mr. Grubbs, with Mr. Duffey opposed, the BOS voted 3-1 to accept the Digital Speed Limit sign as a gift from the HOA and for District Counsel to draft a bill of sale, for NatureWalk Community Development District.

244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273

E. Discussion of District Towing

Please see Staff Report C. District Counsel for discussion of towing.

SEVENTH ORDER OF BUSINESS

**SUPERVISOR REQUESTS AND
AUDIENCE COMMENTS**

Audience member Ms. Paulson requested clarification regarding emergency egress through Tract H. NatureWalk does not have access through this parcel currently but the District has contacted the Walton County Planning Commission and Fire District to request that it be mandated during the development process.

Ms. Coram asked if the District could contact Regional Utilities to request repair of a section of roadway excavated by their crew to address a homeowner issue. A hole with loose asphalt was left behind several weeks ago.

Ms. Buchanan suggested that Ms. Coram contact Regional Utilities first and then Legal can step in if the District's request is unsuccessful.

EIGHTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the BOS Adjourned the Meeting at 2:04PM 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

WWW.NATUREWALKCDD.ORG

Operations and Maintenance Expenditures June 2025 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2025 through June 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$52,307.06**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Berger, Toombs, Elam, Gaines & Frank CPA	300084	372437	Auditing Services FY 09/30/24	\$3,350.00
CHELCO	20250625-1	Monthly Summary 05/25 ACH	Monthly Summary 05/25	\$1,891.34
Danell Head	300076	DH060525	Board of Supervisors Meeting 06/05/25	\$200.00
Gannett Florida LocaliQ	300077	0007143857	Legal Advertising 05/25	\$151.45
Gannett Florida LocaliQ	300085	0007037840	Legal Advertising 03/25	\$153.45
GreenEarth Southeast, LLC	300078	168098	Landscape Maintenance 06/25	\$12,907.12
GreenEarth Southeast, LLC	300078	169147	Investigate Fence Install Irrigation Issues 05/25	\$109.88
GreenEarth Southeast, LLC	300078	169148	Irrigation Repair 06/25	\$194.02
IPFS Corporation	300086	GAA-D64507 Payment # 9	GAA-D64507 Payment # 9	\$4,511.25
Jonette Anne Coram	300079	JC060525	Board of Supervisors Meeting 06/05/25	\$200.00
Michael E. Duffey	300080	MD060525	Board of Supervisors Meeting 06/05/25	\$200.00
Michael W Grubbs	300081	MG060525	Board of Supervisors Meeting 06/05/25	\$200.00
Rizzetta & Company, Inc.	300074	INV0000099665	District Management Fees 06/25	\$5,382.84
The Lake Doctors, Inc.	300082	2022136	Pond Maintenance 05/25	\$746.00

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Lake Doctors, Inc.	300082	2023184	Fountain Cleaning 06/25	\$179.00
The Lake Doctors, Inc.	300087	285408B	Aeration repair	\$647.21
VGlobal Tech	300083	7341	ADA Website Maintenance 06/25	\$300.00
Virgin Brothers LLC	300075	060625 Virgin Brothers	Board Replacement WA # 20 06/25 (60% Deposit)	\$15,502.50
Virgin Brothers LLC	300075	060625 Virgin Brothers 321	Trail Boardwalk WA # 19 06/25 (60% Deposit)	<u>\$5,481.00</u>
Report Total				<u>\$ 52,307.06</u>

Tab 3

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT REDESINATING AND ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the NatureWalk Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situation entirely within Walton County, Florida: and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Holly Bailey as an Assistant Secretary pursuant to Resolution 2024-05; and

WHEREAS, the Board now desires to re-designate the Assistant Secretary.

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

Section 1. Stephanie DeLuna is appointed as an Assistant Secretary.

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

PASSED AND ADOPTED THIS 7TH DAY OF AUGUST 2025.

**THE NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 4



July Completed Services 2025

Nature Walk CDD

General Maintenance: Weekly

- 07/08 – Switched to Tuesdays Officially
- 07/15
- 07/22
- 07/29

Trail Trimming

- 07/29

Pond Maintenance

- 07/15
- 07/22

Irrigation Audit

- 07/08 – Repair, damaged palm drip line, adjusted run time.

Turf Insecticide

- 07/18 - Insecticide

Lawn Aeration

- N/A

Preventative Chemical Oaks and Magnolias

- N/A
- Discuss preventative palm treatment
- Discuss Phase 3 Medjool Palms





August Anticipated Services 2025

Nature Walk CDD

General Maintenance: Weekly

- 08/05
- 08/12
- 08/19
- 08/26

Trail Trimming

- 08/26

Focal Pond Maintenance

- 08/12

Irrigation Audit

- 08/07

Chemical

- N/A

Tab 5

AGREEMENT BETWEEN THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AND PBA TOWING, LLC, FOR TOWING SERVICES

THIS AGREEMENT (“**Agreement**”) is made and entered into this ___ day of _____ 2025, by and between:

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

PBA TOWING, LLC, a Florida limited liability company, with a principal address at 276 Carson Oaks Lane, Santa Rosa Beach, Florida 32459 (“**Contractor**”).

RECITALS

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

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

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

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

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The District hereby authorizes the Contractor, and its employees and agents, to tow vehicles when requested to do so by the District’s designated representatives, who shall be Supervisors of the District (Mike Duffy or Danell Head, and as such may be updated in writing to Contractor) or the District Manager (Rizzetta & Company), or their designees (“**District Representatives**”). Contractor shall also

provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Policies, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

- A. Upon execution of this Agreement, Contractor shall procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed in areas designated by the District Representatives, a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by the Contractor. Such signage shall be provided free of charge.
- B. Contractor shall only engage in roam towing between the hours of 12:00 a.m. and 6:00 a.m.
- C. Upon towing/removal of a vehicle, such vehicle shall be stored by the Contractor within a ten (10)-mile radius of the point of the removal and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.
- D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

SECTION 3. COMPENSATION. The Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services, except as provided in Item 1 of the Contractor’s proposal, a copy of which is attached hereto as **Exhibit B**. Any other compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

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

SECTION 5. INSURANCE.

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

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

- A. Contractor shall use all due care to protect the property of the District and its residents and landowners from damage. The District shall not be held responsible for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused, in whole or in part, by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

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

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

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

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

A. If to the District:

NatureWalk Community
Development District
120 Richard Jackson Blvd. Ste. 220
Panama City Beach, Florida 32407
Attn: District Manager

With a copy to:

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

B. If to Contractor:

PBA Towing, LLC
276 Carson Oaks Lane
Santa Rosa Beach, Florida 32459
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 Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 12. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is _____ ("**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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT c/o RIZZETTA & COMPANY, 850-334-9055, 120 RICHARD JACKSON BOULEVARD, SUITE 220, PANAMA CITY, FLORIDA 32407.

SECTION 13. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

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

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

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

SECTION 15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining

portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 16. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

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

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

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

PBA Towing, LLC

By: _____
Its: _____

Exhibit A: Parking Policies
Exhibit B: Proposal

EXHIBIT A

**NATUREWALK
COMMUNITY DEVELOPMENT DISTRICT**

RULES RELATING TO PARKING ENFORCEMENT POLICY

**ADOPTED
August 11, 2022**

NATUREWALK CDD

120 Richard Jackson Blvd., Suite 220
Panama City Beach, FL 32407

Mail to:
3434 Colwell Ave., Suite 200
Tampa, FL 33614

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO PARKING ENFORCEMENT
(August 11, 2022)

In accordance with Chapter 190, Florida Statutes, and on August 11, 2022, at a duly noticed public meeting, the Board of Supervisors of the NatureWalk Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District Property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

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

SECTION 2. DEFINITIONS.

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

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

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

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

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

F. *Recreational Vehicle(s).* A vehicle designed for recreational use, which includes, but is not necessarily limited to: motor homes, ATVs (small open motor vehicle with one or two seats and three or more wheels fitted with large tires, designed for use on rough ground), jet skis, campers, and trailers relative to same.

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

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

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

SECTION 3. ESTABLISHMENT OF TOW-AWAY ZONES. Vehicles may not be Parked on landscaped areas, streets, alleys, and roadways owned by the District, except in Designated Parking Areas. Further, Vehicles may not be Parked in the Designated Parking Areas in Sage Circle between the hours of 11:00 p.m. to 6:00 a.m. All parked vehicles must appropriately display any legally required State-licensed identification, either temporary or permanent (e.g., state-issued license plate), to park in Designated Parking Areas. In addition to potential towing, the District will contact local law enforcement regarding Vehicles that do not display legally required State-licensed identification. Vehicles that extend beyond 240" in total length may not park on District Property. Vehicles may not be parked so as to occupy more than one marked parking spot.

Commercial Vehicles, Vessels, Recreational Vehicles, and any trailers (attached or unattached) may not be Parked on landscaped areas, streets, alleys, roadways, and Designated Parking Areas owned by the District. Commercial Vehicles, Vessels, Recreational Vehicles, and any trailers (attached or unattached) however, may be Parked on streets, alleys, and roadways owned by the District (but not on paver parking spots or sidewalks), for up to 60 minutes while actively engaged in loading or unloading.

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

Building and construction materials, trash, and refuse may not be stored or staged on District Property without prior approval of the District's Board of Supervisors.

SECTION 4. DELIVERY VEHICLES, SERVICE VEHICLES AND GOVERNMENTAL VEHICLES. Delivery Vehicles and Service Vehicles may park on streets, alleys, and roadways while actively engaged in the operation of such businesses. Trailers associated with Service or Delivery Vehicles are permitted on streets, alleys, and roadways, but not on paver parking spots or sidewalks and may not be unattached. Building and construction materials, trash, and refuse may not be stored or staged on District Property without prior approval of the District's Board of Supervisors. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties. Any Vehicle parked on streets, alleys and roadways must do so in compliance with all laws, ordinances and codes.

SECTION 5. TOWING/REMOVAL PROCEDURES.

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

B. TOWING/REMOVAL AUTHORITY. To effectuate the towing/removal of a Vehicle, Commercial Vehicle, Vessel, or Recreational Vehicle, the District Manager or his/her designee may enter into and maintain an agreement with a firm authorized by Florida law to tow/remove such vehicles for the removal of the unauthorized Vehicle, Commercial Vehicle, Vessel, or Recreational Vehicle at the owner's expense. The Vehicle, Commercial Vehicle, Vessel, or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

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

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

SECTION 6. SOVEREIGN IMMUNITY. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

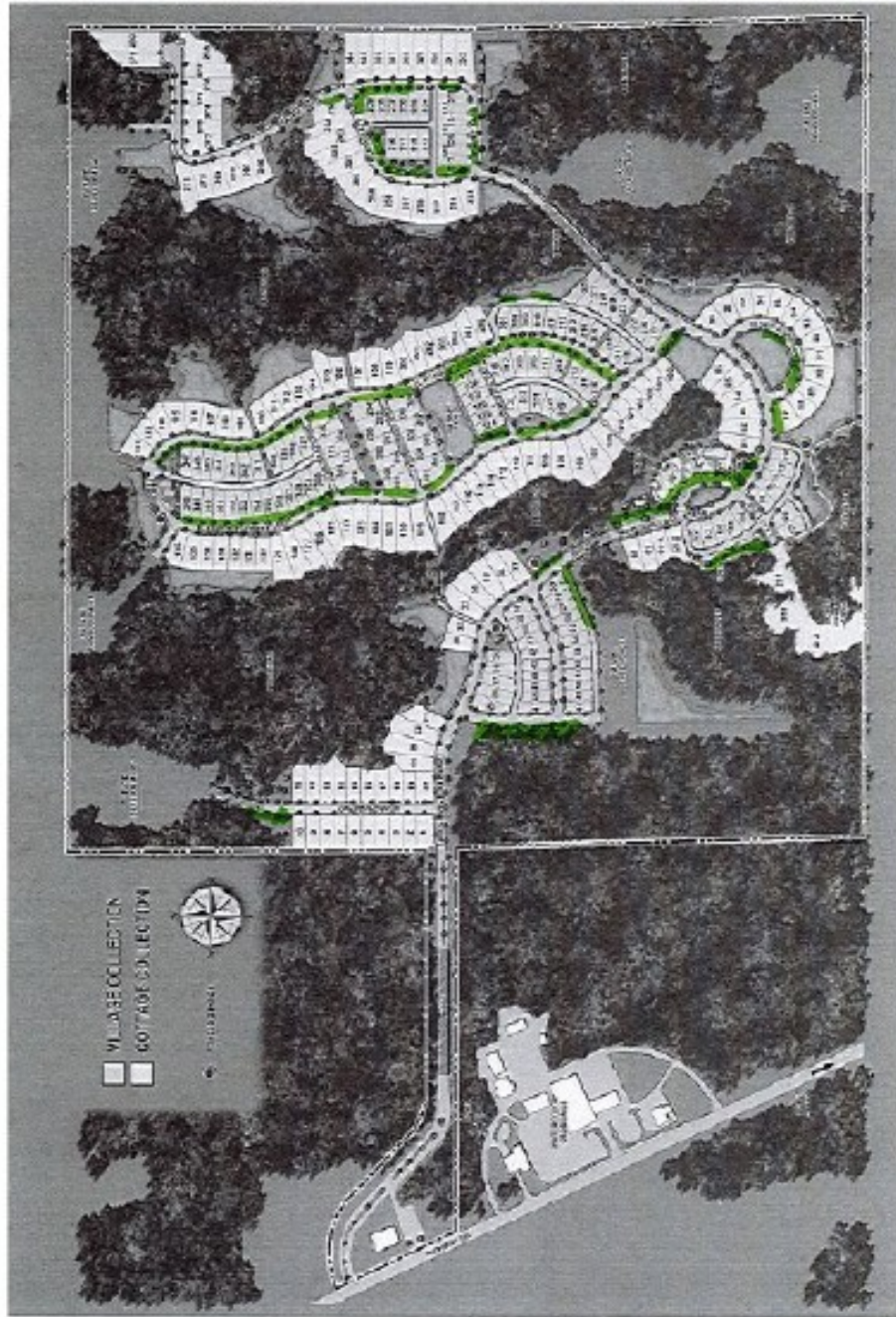
EXHIBIT A – Designated Parking Areas

Effective date: August 11, 2022



EXHIBIT A – Designated Parking Areas

EXHIBIT A - Designated Parking Spaces



Designated Parking Pad Locations

EXHIBIT B – PROPOSAL

Towing Rates

Class A (10,000 lbs or less)

- Base Rate: \$150
- Mileage (over 10 miles): \$5 per mile
- Hourly Rate (after 30 minutes): \$30 per quarter hour
- Storage (after 6 hours, per 24 hours): \$30 outside / \$50 inside

Class B (Over 10,000 lbs up to 20,000 lbs)

- Base Rate: \$200
- Mileage (over 10 miles): \$6 per mile
- Hourly Rate (after 30 minutes): \$45 per quarter hour
- Storage (after 6 hours, per 24 hours): \$50 outside / \$60 inside

Class C

- Base Rate: \$350
- Mileage (over 10 miles): \$7.50 per mile
- Hourly Rate (after 30 minutes): \$70 per quarter hour
- Storage (after 6 hours, per 24 hours): \$60 outside / \$75 inside

Class D

- Base Rate: \$500
- Mileage (over 10 miles): \$8 per mile
- Hourly Rate (after 30 minutes): \$125 per quarter hour
- Storage (after 6 hours, per 24 hours): \$75 outside

Semi / Land Roll

- \$350 per hour

Additional Services

- **Extra Staff:** \$50 per hour
- **Extraction from Water or Ditches (more than 2 feet deep):** \$50
- **Roadside Service Call (no tow needed):** \$60 plus \$30 per quarter hour (if additional time is needed)
- **Administrative Fee:** \$60

Important Details

- Mileage charges apply for distances greater than 10 miles.
- Hourly rates apply after the first 30 minutes on scene.
- Storage fees begin after 6 hours and are charged per 24-hour period.

Re: Preliminary PBA Towing Contract NatureWalk CDD

From Towing <tow@pbatowing.com>
Date Tue 7/29/2025 10:46 AM
To Jonette Coram <JCoram@NatureWalkCDD.org>
Cc Stephanie DeLuna <SDeLuna@rizzetta.com>

Good morning,

I've reviewed the attachments, and I believe we may be overcomplicating what should be a straightforward process. PBA Towing currently carries all insurance required under Florida law. As it stands, our coverage is already quite costly, and increasing our general liability limits by more than three times for a single client would not be financially sustainable.

While we would very much like the opportunity to work with NatureWalk, the current insurance requirements and proposed revisions to our simplified contract may not be practical for us at this time.

Please don't hesitate to reach out if circumstances change or if you feel we can proceed under our existing coverage and agreement structure.

Best regards,



On Jul 28, 2025, at 1:27 PM, Jonette Coram <JCoram@NatureWalkCDD.org> wrote:

Good afternoon, Chris. Just touching base to see if you have any questions or input on the proposed NatureWalk CDD - PBA Towing contract.

There is a CDD business meeting at 12PM noon on Thursday, August 7th and the Board of Supervisors will be able to discuss any comments you have.

We're not able to conduct business outside of the meeting, so any input would need to be submitted to us by Monday August 4th at the very latest.

Thanks,
Jonette Coram
Chair, NatureWalk CDD
979-824-3901

From: Jonette Coram <JCoram@NatureWalkCDD.org>
Sent: Monday, July 21, 2025 11:11 AM
To: Chris Cope <chris@coastaldreamin.com>
Cc: Stephanie DeLuna <SDeLuna@rizzetta.com>
Subject: Preliminary PBA Towing Contract NatureWalk CDD

Good morning, Chris. Please see the attached Preliminary Agreement for Towing Services and let me know if you have any questions.

Jonette Coram
Chair, NatureWalk CDD
979-824-3901

Tab 6



Rizzetta & Company

NatureWalk Community Development District

www.naturewalkcdd.org

Approved Proposed Budget for Fiscal Year 2025-2026

Presented by: Rizzetta & Company, Inc.

**120 Richard Jackson Boulevard, Ste #220
Panama City Beach, FL 32407
Phone: 850-334-9055**

rizzetta.com

Table of Contents

	<u>Page</u>
General Fund Budget for Fiscal Year 2025/2026	1
Reserve Fund Budget for Fiscal Year 2025/2026	3
Debt Service Fund Budget for Fiscal Year 2025/2026	4
Assessments Charts for Fiscal Year 2025/2026	5
General Fund Budget Account Category Descriptions	8
Reserve Fund Budget Account Category Descriptions	12
Debt Service Fund Budget Account Category Descriptions	13



Proposed Budget
Naturewalk Community Development District
 General Fund
 Fiscal Year 2025/2026

Comments

Chart of Accounts Classification	Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025	
1							
2	ASSESSMENT REVENUES						
3							
4	<i>Special Assessments</i>						
5	Tax Roll	\$ 1,106,274	\$ 1,106,274	\$ 961,603	\$ 144,671	\$ 973,790	\$ 12,187
6							
7	Assessment Revenue Subtotal	\$ 1,106,274	\$ 1,106,274	\$ 961,603	\$ 144,671	\$ 973,790	\$ 12,187
8							
9	OTHER REVENUES						
10							
11	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Interest Earnings	\$ 2,991	\$ 2,991	\$ -	\$ 2,991	\$ -	\$ -
13							
14	Other Revenue Subtotal	\$ 2,991	\$ 2,991	\$ -	\$ 2,991	\$ -	\$ -
15							
16	TOTAL REVENUES	\$ 1,109,265	\$ 1,109,265	\$ 961,603	\$ 147,662	\$ 973,790	\$ 12,187
17							
18	EXPENDITURES - ADMINISTRATIVE						
19							
20	<i>Legislative</i>						
21	Supervisor Fees	\$ 7,400	\$ 10,400	\$ 12,000	\$ 1,600	\$ 12,000	\$ -
22	<i>Financial & Administrative</i>						
23	Accounting Services	\$ 12,481	\$ 16,640	\$ 16,640	\$ (0)	\$ 17,306	\$ 666
24	Administrative Services	\$ 7,020	\$ 9,360	\$ 9,360	\$ -	\$ 9,734	\$ 374
25	Arbitrage Rebate Calculation	\$ 450	\$ 450	\$ 450	\$ -	\$ 450	\$ -
26	Assessment Roll	\$ 5,200	\$ 5,200	\$ 5,200	\$ -	\$ 5,408	\$ 208
27	Auditing Services	\$ 3,350	\$ 3,350	\$ 3,550	\$ 200	\$ 3,350	\$ (200)
28	Disclosure Report	\$ 3,750	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -
29	District Engineer	\$ 10,790	\$ 14,387	\$ 35,000	\$ 20,613	\$ 40,000	\$ 5,000
30	District Management	\$ 20,475	\$ 27,300	\$ 30,000	\$ 2,700	\$ 28,392	\$ (1,608)
31	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -
32	Financial & Revenue Collections	\$ 2,696	\$ 3,595	\$ 3,894	\$ 299	\$ 4,050	\$ 156
33	Legal Advertising	\$ 1,672	\$ 2,229	\$ 3,500	\$ 1,271	\$ 3,500	\$ -
34	Miscellaneous Administrative Fees	\$ 500	\$ 667	\$ 5,000	\$ 4,333	\$ 2,000	\$ (3,000)
35	Public Officials Liability Insurance	\$ 2,538	\$ 2,538	\$ 3,050	\$ 512	\$ 3,213	\$ 163
36	Room Rentals	\$ 1,250	\$ 1,667	\$ 1,800	\$ 133	\$ 1,800	\$ -
37	Supervisor Workers Comp Insurance	\$ 850	\$ 850	\$ 850	\$ -	\$ 850	\$ -
38	Trustees Fees	\$ -	\$ 7,000	\$ 7,000	\$ -	\$ 7,000	\$ -
39	Website Hosting, Maintenance, Backup & Email	\$ 4,725	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -
40	<i>Legal Counsel</i>						
41	District Counsel	\$ 18,477	\$ 24,636	\$ 50,000	\$ 25,364	\$ 50,000	\$ -
42	Litigation / Mediation	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
43							
44	Administrative Subtotal	\$ 103,799	\$ 141,443	\$ 203,469	\$ 62,026	\$ 205,228	\$ 1,759
45							
46	EXPENDITURES - FIELD OPERATIONS						
47							
48	<i>Electric Utility Services</i>						
49	Utility - Electricity	\$ 15,849	\$ 21,132	\$ 21,600	\$ 468	\$ 21,600	\$ -
50	<i>Stormwater Control</i>						
51	Aquatic Maintenance	\$ 6,544	\$ 8,725	\$ 9,000	\$ 275	\$ 9,500	\$ 500
52	Fountain Repairs	\$ 1,811	\$ 2,415	\$ 2,148	\$ (267)	\$ 2,275	\$ 127

Amount budgeted for miscellaneous expenses related to Surveys
 Per Egis

Proposed Budget
Naturewalk Community Development District
Reserve Fund
Fiscal Year 2025/2026

Chart of Accounts Classification		Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1							
2	ASSESSMENT REVENUES						
3							
4	<i>Special Assessments</i>						
5	Tax Roll*	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ 75,000	\$ 25,000
6							
7	Assessment Revenue Subtotal	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ 75,000	\$ 25,000
8							
9	OTHER REVENUES						
10							
11	<i>Interest Earnings</i>						
12	Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	<i>Other Miscellaneous Revenues</i>						
14	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15							
16	Other Revenue Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17							
18	TOTAL REVENUES	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ 75,000	\$ 25,000
19	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
20							
21	EXPENDITURES						
22							
23	<i>Contingency</i>						
24	Capital Reserves	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 75,000	\$ 25,000
25							
26	TOTAL EXPENDITURES	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 75,000	\$ 25,000
27							
28	EXCESS OF REVENUES OVER EXPENDITURES	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -
29							

NatureWalk Community Development District

Debt Service

Fiscal Year 2025/2026

Chart of Accounts Classification	Series 2007A	Budget for 2025/2026
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$411,259.14	\$411,259.14
TOTAL REVENUES	\$411,259.14	\$411,259.14
EXPENDITURES		
Administrative		
Debt Service Obligation	\$411,259.14	\$411,259.14
Administrative Subtotal	\$411,259.14	\$411,259.14
TOTAL EXPENDITURES	\$411,259.14	\$411,259.14
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

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

GROSS ASSESSMENTS

\$437,509.72

Notes:

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

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

NATURE WALK COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$1,048,790.00	2024/2025 O&M Budget:	\$1,011,603.00
Collection Costs:	2%	\$22,314.68	2025/2026 O&M Budget:	\$1,048,790.00
Early Payment Discounts:	4%	\$44,629.36		
2025/2026 Total:		\$1,115,734.04	Total Difference:	\$37,187.00

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
Single Family 35'	Series 2007A Debt Service	\$1,138.28	\$1,138.28	\$0.00	0.00%
	Operations/Maintenance	\$1,998.84	\$2,072.31	\$73.47	3.68%
	Total	\$3,137.12	\$3,210.59	\$73.47	2.34%
Single Family 45'	Series 2007A Debt Service	\$1,463.51	\$1,463.51	\$0.00	0.00%
	Operations/Maintenance	\$2,578.50	\$2,673.29	\$94.79	3.68%
	Total	\$4,042.01	\$4,136.80	\$94.79	2.35%
Office Building	Series 2007A Debt Service ⁽¹⁾	\$0.00	\$0.00	\$0.00	0.00%
	Operations/Maintenance	\$7,335.73	\$7,605.39	\$269.66	3.68%
	Total	\$7,335.73	\$7,605.39	\$269.66	3.68%
Multifamily (Unplatted)	Series 2007A Debt Service	\$978.92	\$978.92	\$0.00	0.00%
	Operations/Maintenance	\$1,719.00	\$1,782.19	\$63.19	3.68%
	Total	\$2,697.92	\$2,761.11	\$63.19	2.34%

⁽¹⁾ Prepaid Debt Service Assessment

NATURE WALK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$1,048,790.00
COLLECTION COSTS @	2.0%	\$22,314.68
EARLY PAYMENT DISCOUNT@	4.0%	\$44,629.36
TOTAL O&M ASSESSMENT		<u>\$1,115,734.04</u>

UNITS ASSESSED		
LOT SIZE	O&M	SERIES 2007A
		DEBT SERVICE ⁽¹⁾
SINGLE FAMILY 35	143	82
SINGLE FAMILY 45	153	84
OFFICE BUILDING	1	0
Total Platted	<u>297</u>	<u>166</u>
MULTIFAMILY	226	226
Total Unplatted	<u>226</u>	<u>226</u>
Total Community	<u>523</u>	<u>392</u>

ALLOCATION OF O&M ASSESSMENT			
EAU FACTOR	TOTAL	% TOTAL	TOTAL
	EAU's	EAU's	O&M BUDGET
1.00	143.00	26.56%	\$296,340.95
1.29	197.37	36.66%	\$409,012.68
3.67	3.67	0.68%	\$7,605.39
	<u>344.04</u>	<u>63.90%</u>	<u>\$712,959.03</u>
0.86	194.36	36.10%	\$402,775.02
	<u>194.36</u>	<u>36.10%</u>	<u>\$402,775.02</u>
	<u>538.40</u>	<u>100.00%</u>	<u>\$1,115,734.04</u>

PER LOT ANNUAL ASSESSMENT		
O&M	SERIES 2007A	TOTAL ⁽³⁾
	DEBT SERVICE ⁽²⁾	
\$2,072.31	\$1,138.28	\$3,210.59
\$2,673.29	\$1,463.51	\$4,136.80
\$7,605.39	\$0.00	\$7,605.39
\$1,782.19	\$978.92	\$2,761.11

LESS: Walton County Collection Costs (2%) and Early Payment Discount Costs (4%)

(\$66,944.04)

Net Revenue to be Collected

\$1,048,790.00

⁽¹⁾ Reflects the number of total lots with Series 2007A debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2007A bond issue. Annual assessment includes principal, interest, Walton County collection costs and early payment discount costs.

⁽³⁾ Annual assessment that will appear on November 2025 Walton County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

NATURE WALK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$1,048,790.00
COLLECTION COSTS @	2.0%	\$22,314.68
EARLY PAYMENT DISCOUNT@	4.0%	\$44,629.36
TOTAL O&M ASSESSMENT		\$1,115,734.04

UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
LOT SIZE	O&M	SERIES 2007A	EAU FACTOR	TOTAL	% TOTAL	TOTAL	O&M	SERIES 2007A	TOTAL ⁽³⁾
		DEBT SERVICE ⁽¹⁾		EAU's ⁽¹⁾	EAU's	O&M BUDGET		DEBT SERVICE ⁽²⁾	
SINGLE FAMILY 35	143	82	1.00	143.00	26.56%	\$296,340.95	\$2,072.31	\$1,138.28	\$3,210.59
SINGLE FAMILY 45	153	84	1.29	197.37	36.66%	\$409,012.68	\$2,673.29	\$1,463.51	\$4,136.80
OFFICE BUILDING	1	0	3.67	3.67	0.68%	\$7,605.39	\$7,605.39	\$0.00	\$7,605.39
Total Platted	297	166		344.04	63.90%	\$712,959.03			
MULTIFAMILY	226	226	0.86	194.36	36.10%	\$402,775.02	\$1,782.19	\$978.92	\$2,761.11
Total Unplatted	226	226		194.36	36.10%	\$402,775.02			
Total Community	523	392		538.40	100.00%	\$1,115,734.04			

LESS: Walton County Collection Costs (2%) and Early Payment Discount Costs (4%)

(\$66,944.04)

Net Revenue to be Collected

\$1,048,790.00

⁽¹⁾ Reflects the number of total lots with Series 2007A debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2007A bond issue. Annual assessment includes principal, interest, Walton County collection costs and early payment discount costs.

⁽³⁾ Annual assessment that will appear on November 2025 Walton County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

EXPENDITURES – ADMINISTRATIVE:

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

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



Rizzetta & Company

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

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

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

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

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

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

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

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

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

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

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



Rizzetta & Company

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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



Rizzetta & Company

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

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

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

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

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

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

Bridge & Trail/Bike Path Maintenance: Expenses related to bridges and boardwalk pathways or trail systems the District may own.

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

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

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

EXPENDITURES:

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

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



DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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

Equivalent Assessment Unit (EAU): Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District's public infrastructure improvements and maintenance on a particular land use, relative to other land uses.



Tab 7

RESOLUTION 2025-08
[FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the NatureWalk Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the NatureWalk Community Development District for the Fiscal Year Ending September 30, 2025.”

C.. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, Florida Statutes and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, Florida Statutes, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, Florida Statutes, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 7" DAY OF AUGUST, 2025.

ATTEST:

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Exhibit A: FY 2026 Budget

Chair/Vice Chair, Board of Supervisors

Tab 8

RESOLUTION 2025-09
[FY 2026 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; 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, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District’s Adopted Budget, the District’s Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. FUNDING. The District’s Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B (“Assessment Roll”)**.

2. OPERATIONS AND MAINTENANCE ASSESSMENTS.

a. Benefit Findings. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit**

A and Exhibit B and is hereby found to be fair and reasonable.

b. O&M Assessment Imposition. Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

c. Maximum Rate. Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2026 installment of the District’s previously levied debt service special assessments (“**Debt Assessments**,” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.

a. Tax Roll Assessments. To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.

b. Direct Bill Assessments. To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. Due Date (Debt Assessments).** *The Series 2007A Bonds* Debt Assessments directly collected by the District shall be due and payable in full on **December 1, 2025** provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: **[50]**% due no later than **[December 1, 2025]**, **[50]**% due no later than **[April 1, 2026]** .

ii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

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

PASSED AND ADOPTED this 7th day of August, 2025.

ATTEST:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll

Tab 9

**GREEN EARTH
WORK AUTHORIZATION NO. 25-18 C**

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 Palme Tree Trim* (“Agreement”), and is made and entered into this ____ day of _____, 20__, by and between:

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

GREEN EARTH (hereinafter “Contractor”).

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

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

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

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Attest:

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**

Assistant Secretary/Secretary

By: _____
Its: Chairman, Board of Supervisors

Print Name

**GREEN EARTH
CONTRACTOR**

By: _____
Its: _____

Attachment A: Proposal



Proposal #82672

Date: 7/22/2025

Nature Walk CDD
Santa Rosa Beach, FL 32459

Landscape Service Provider:

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

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

Nature Walk CDD

Santa Rosa Beach, FL 32459

Palm Tree Proposal - 11 Sabals

Pricing Notice: All pricing is valid for 30 days from the date of issuance. Pricing is subject to change throughout the duration of the Project or Enhancement at the discretion of the company due to material escalation of product costs.

Work order scope:

Work will be performed by GreenEarth

Trimming of 11 sable palm trees.

Palms will be trimmed at 10 and 2.

4 - Gathering Place

11 - Next to 10 Salamander

Total: \$1,050.00

Plus Applicable Taxes

Your and Our Acceptance:

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

By _____

Trevor Knowles (GE)

Date 7/22/2025

Green Earth Southeast, LLC.

By _____

Date _____

Nature Walk CDD

Tab 10

**GREEN EARTH
WORK AUTHORIZATION NO. 25-21**

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 Irrigation Repairs* (“Agreement”), and is made and entered into this ____ day of _____, 20__, by and between:

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

GREEN EARTH (hereinafter “Contractor”).

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

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

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

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Attest:

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**

Assistant Secretary/Secretary

By: _____
Its: Chairman, Board of Supervisors

Print Name

**GREEN EARTH
CONTRACTOR**

By: _____
Its: _____

Attachment A: Proposal



Proposal #87927

Date: 7/22/2025

Nature Walk CDD

Santa Rosa Beach, FL 32459

Landscape Service Provider:

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

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

Nature Walk CDD

Santa Rosa Beach, FL 32459

Irrigation Repair - broken heads at entrance

Pricing Notice: All pricing is valid for 30 days from the date of issuance. Pricing is subject to change throughout the duration of the Project or Enhancement at the discretion of the company due to material escalation of product costs.

Irrigation Modifications: Any necessary modifications to existing irrigation systems are not included in this work order. Such modifications, if required, will be billed separately on a time-and-materials basis at our current irrigation labor rate.

Scope of Work: Broken heads at the entrance off 395.

Team will replace three heads with proper nozzles.

Materials needed will be (3) couplings, (2) six-inch heads, (1) four-inch head, and (2) VAN Nozzles for proper coverage.

Total: \$240.08

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 _____

Trevor Knowles (GE)

Date 7/22/2025

Green Earth Southeast, LLC.

By _____

Date _____

Nature Walk CDD

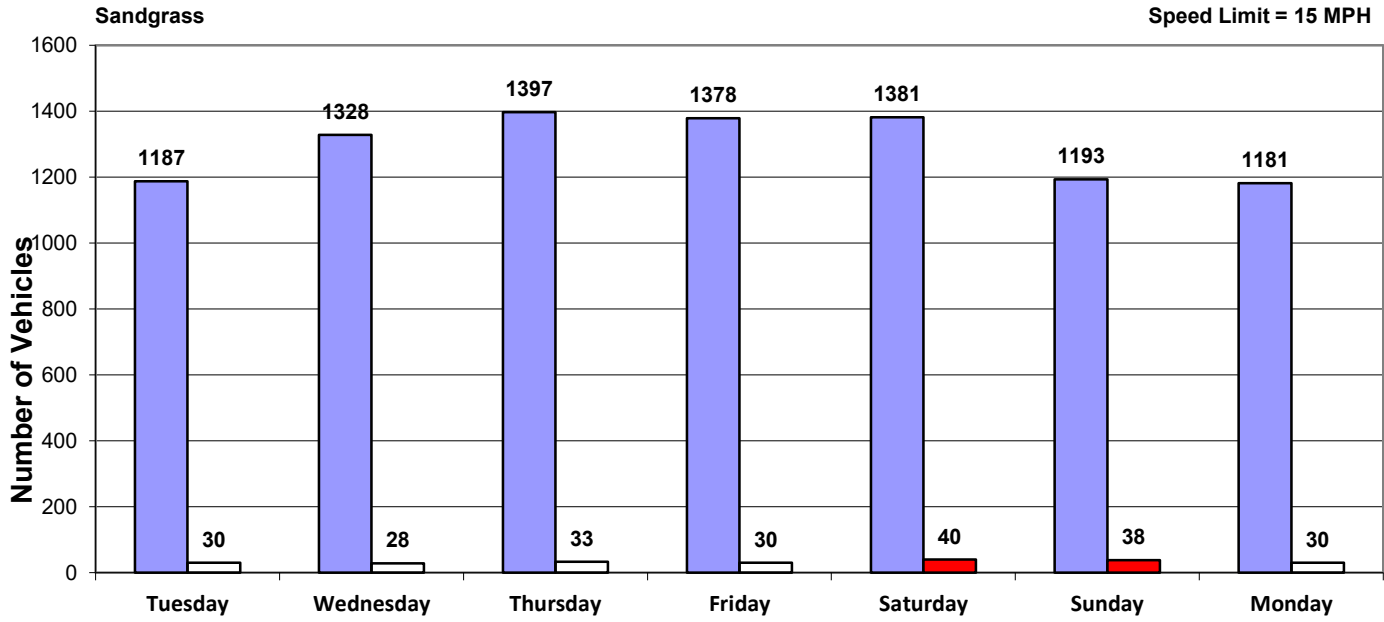
Tab 11

Charts Report

Vehicle and Speed Violator Counts

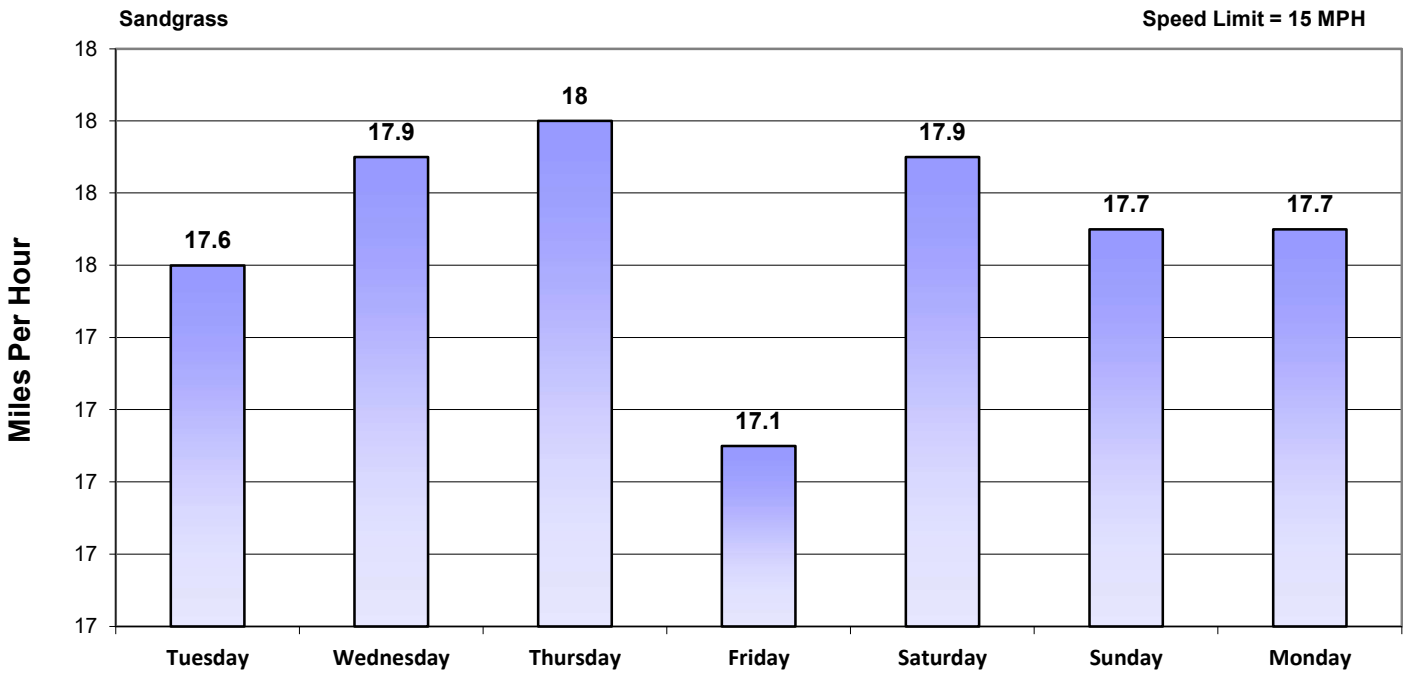


Tot. Vehicles # Violators



Week (7 days): 7/1/2025 - 7/7/2025

Daily Average Speeds



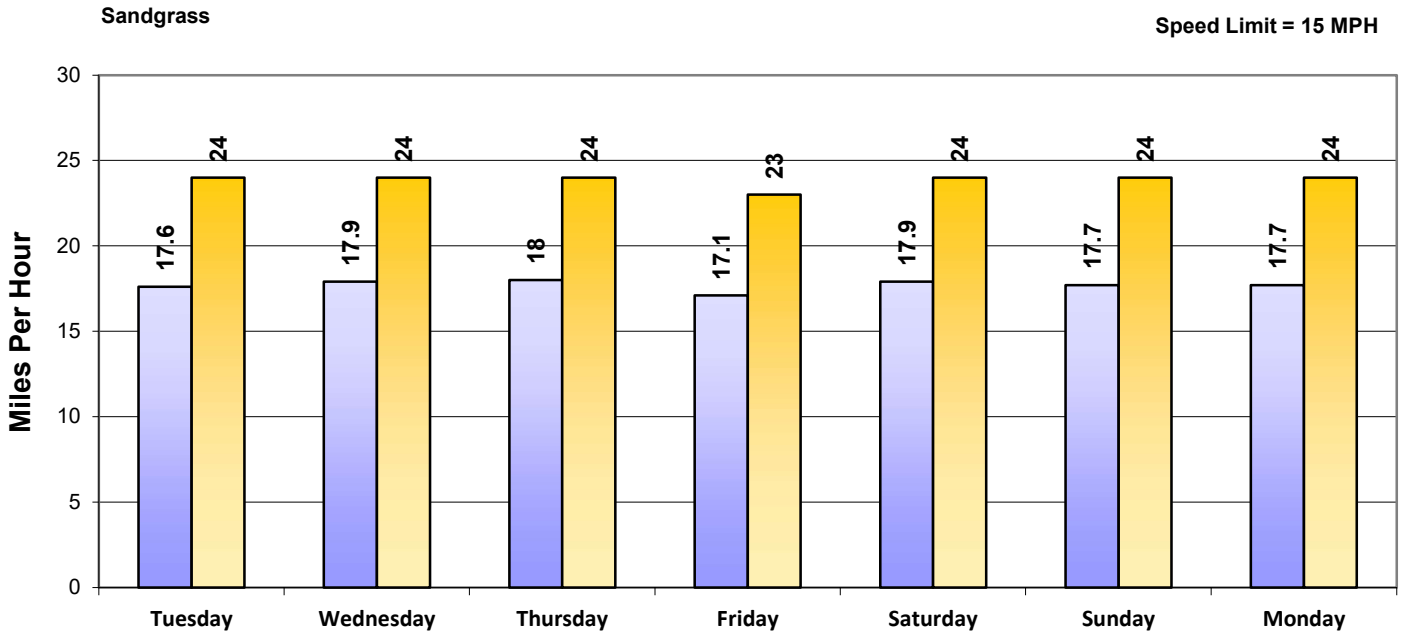
Week (7 days): 7/1/2025 - 7/7/2025

Charts Report

Daily Average Speeds vs. 85th Percentile Speeds

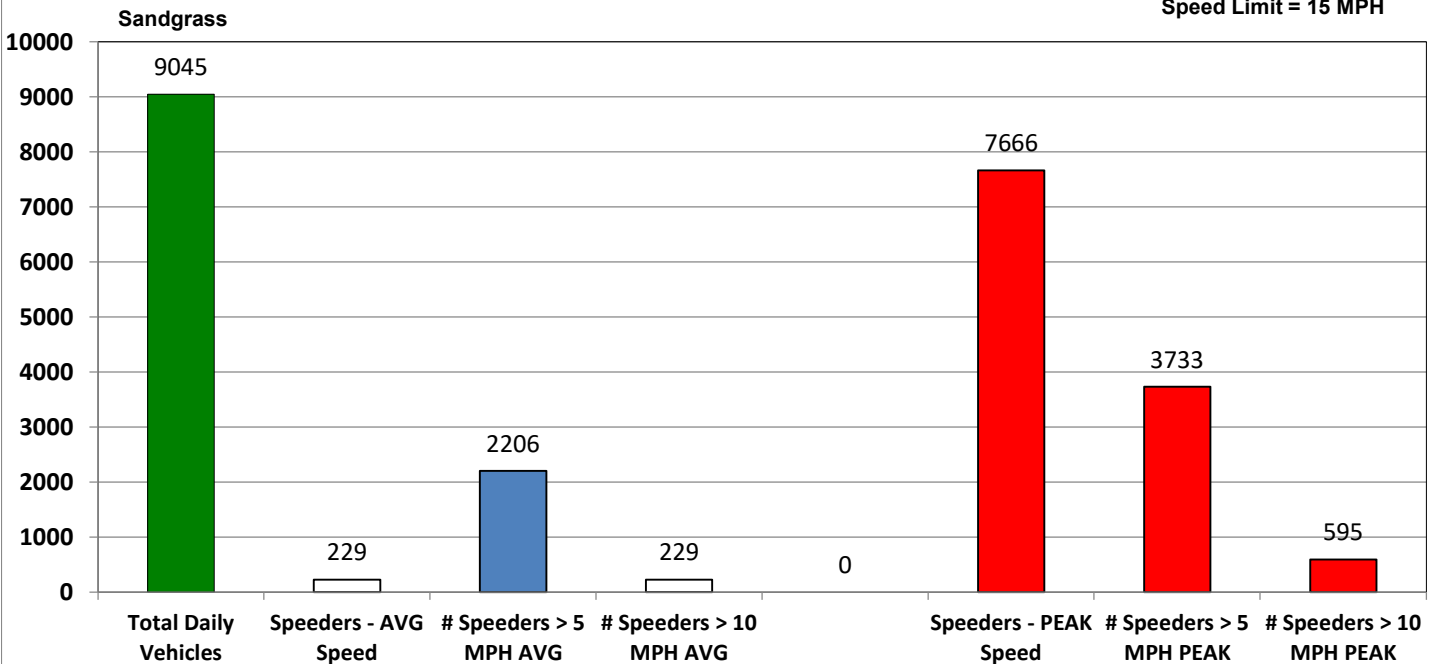


□ Avg. Speed □ 85th pct Speed



Week (7 days): 7/1/2025 - 7/7/2025

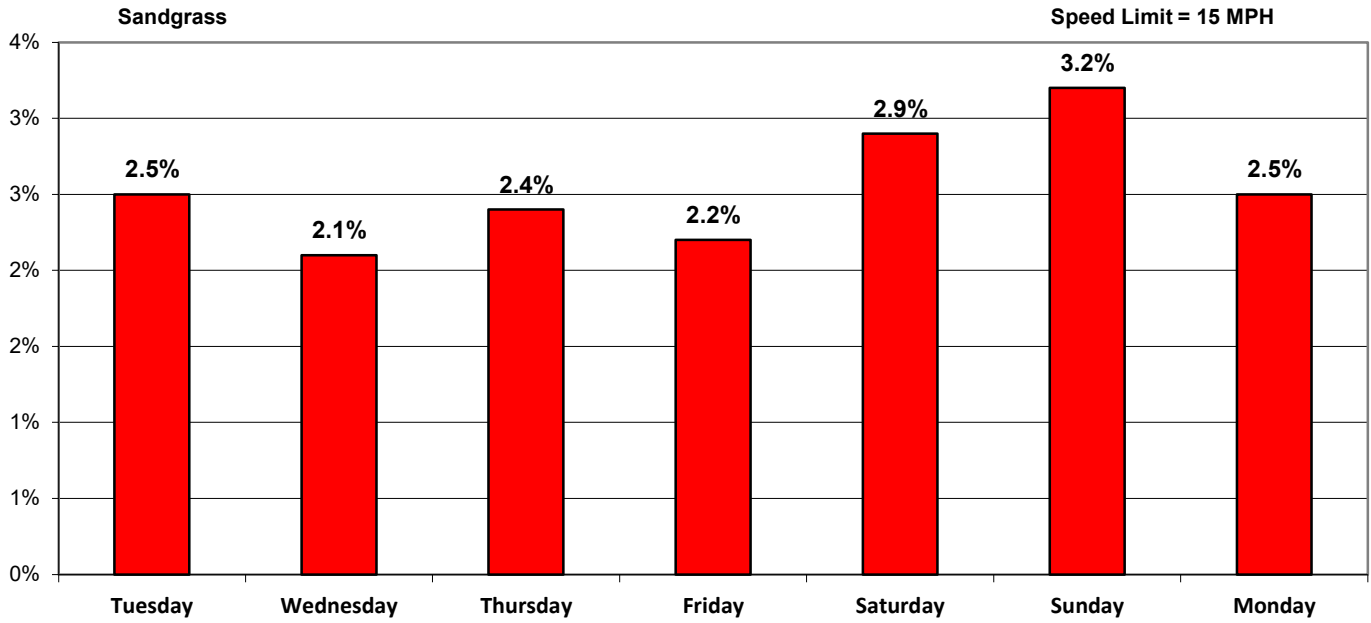
Weekly Speed Summary - Vehicle Counts



Week (7 days): 7/1/2025 - 7/7/2025

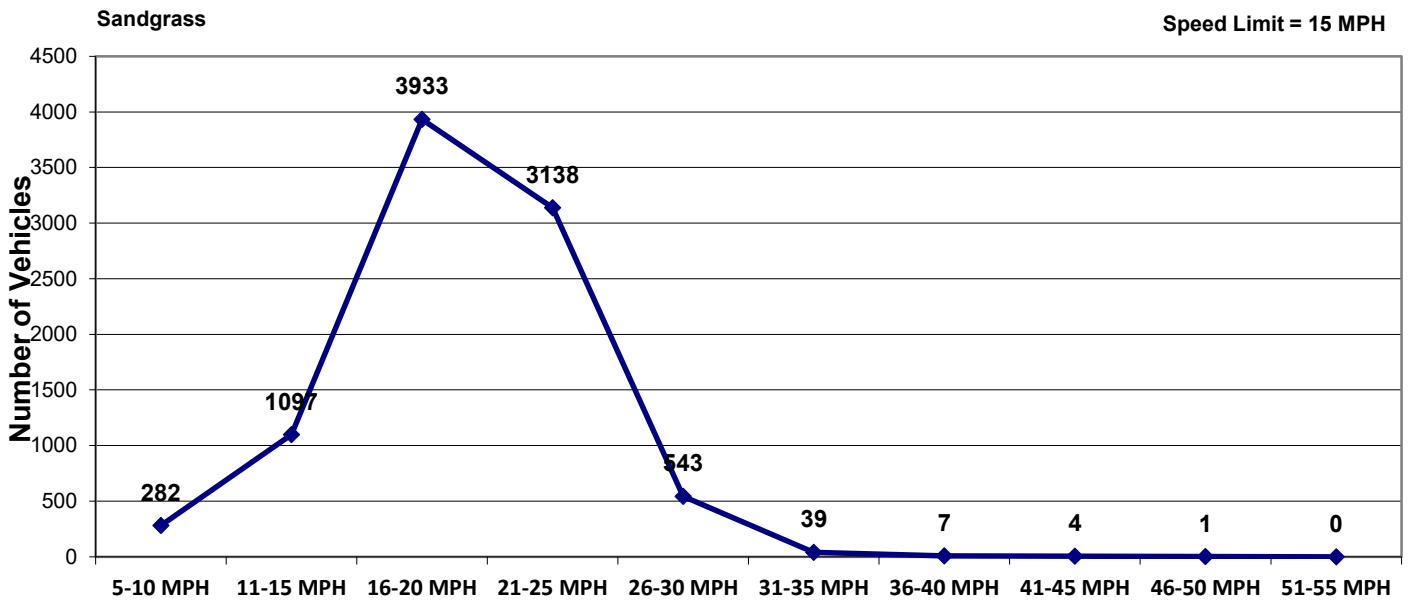
Charts Report

Percentage of Vehicles Speeding



Week (7 days): 7/1/2025 - 7/7/2025

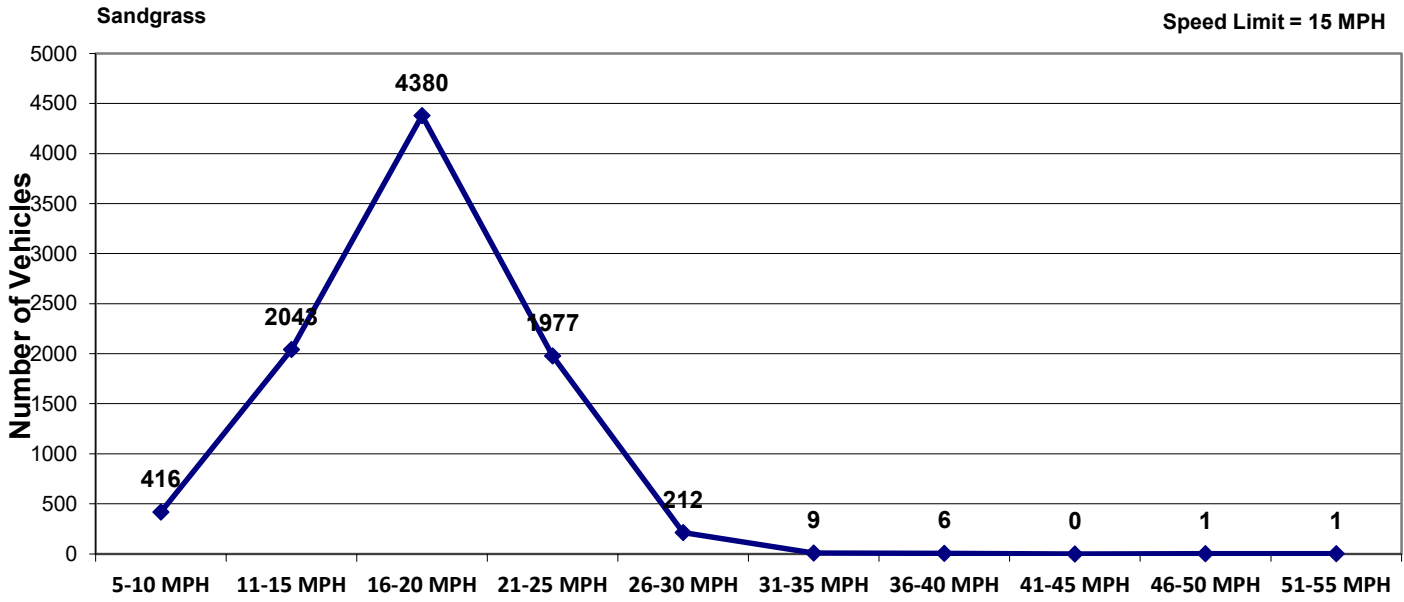
Vehicle Count by Peak Speed Bins



Week (7 days): 7/1/2025 - 7/7/2025

Charts Report

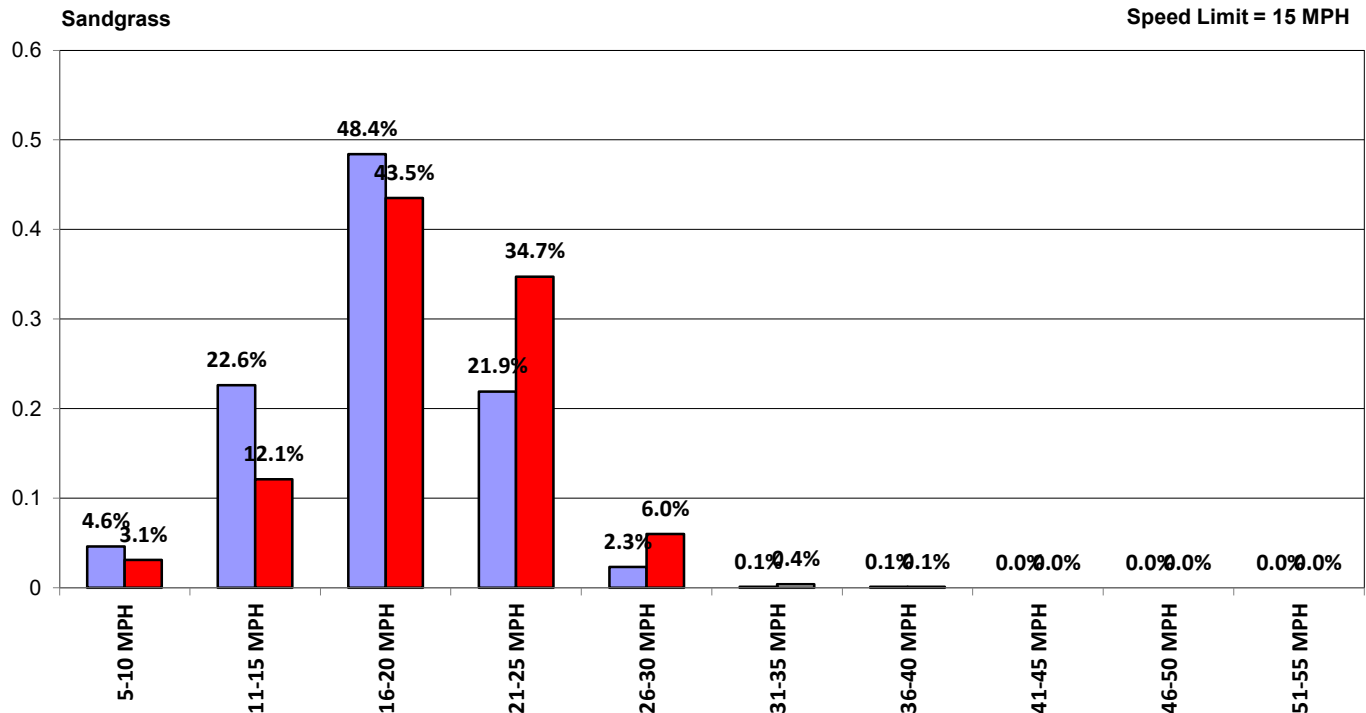
Vehicle Count by Avg. Speed Bins



Week (7 days): 7/1/2025 - 7/7/2025

Avg. vs. Peak Speeds by Percentage

■ AVG ■ PEAK



Week (7 days): 7/1/2025 - 7/7/2025

Tab 12



ESTIMATE

On Demand Paver Solutions
OnDemandPavers@hotmail.com
Crestview, 32636, Florida
United States

8502181835
www.OnDemandPavers.com

Bill to
NatureWalk CDD- Jonette Coram
Jonette Coram

979.824.3901
JCoram@NatureWalkCDD.org

Estimate Number: 2367

Estimate Date: July 25, 2025

Valid Until: September 23, 2025

Grand Total (USD): \$1,875.00

Services

Quantity

Price

Amount

Services	Quantity	Price	Amount
Repair Scope of Work: Releveling and resetting of a section of pavers located at the Bridge 1 west approach. Work includes removal of uneven pavers, regrading and compacting the base as needed, and reinstalling pavers to ensure a smooth, level surface consistent with surrounding areas.	1	\$1,875.00	\$1,875.00

Grand Total (USD): **\$1,875.00**

Notes / Terms

ODP Terms & Conditions

- Scope of Work: ODP will install pavers as detailed in the project proposal. Any changes to the project specifications must be authorized in writing.
- Homeowner Responsibilities: The homeowner must inform ODP of any Homeowners Association (HOA) restrictions before project commencement. The homeowner is responsible for accurately identifying all underground utilities. ODP is not liable for damages resulting from inaccurate identification.
- 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).
- Materials: Any remaining or unused materials will become the property of ODP unless otherwise agreed upon in writing.
- Payment Terms: A 50% deposit is required prior to project commencement and before any materials are ordered. This deposit is non-refundable. The remaining balance is due upon project completion.
Accepted payment methods: cash, check, ACH, Venmo, and credit card. A 3.5% processing fee applies to all credit card payments.
- Debris Disclaimer: ODP is not responsible for any dirt or debris that may enter the pool during pressure washing or paver installation. Pool protection and cleaning are the homeowner's responsibility.
- Permits & Approvals: The homeowner is responsible for obtaining any necessary permits or approvals required for the project unless otherwise agreed upon in writing.
- Unforeseen Conditions: If unforeseen conditions arise (e.g., unmarked utilities, tree roots, unstable soil, or hidden obstacles) that require additional labor or materials, a change order will be issued, and additional charges may apply.
- Project Delays: While ODP strives to meet all project deadlines, we are not responsible for delays due to weather, supply chain issues, or other circumstances beyond our control.

10. Waste Cuts: An additional 5% is included in the project for waste cuts.

11. Acceptance of Terms: By accepting our proposal and proceeding with the project, the homeowner agrees to these terms and conditions.

Powered by  wave

Tab 13

Tab 14

**NO STREET
PARKING WITHIN
NATUREWALK**

VIOLATORS WILL BE TOWED



Re: NatureWalk CDD quote request

From Copy Systems Inbox <inbox@copysystemsbusinesscenter.com>

Date Mon 7/28/2025 2:11 PM

To Jonette Coram <JCoram@NatureWalkCDD.org>

Cc Stephanie DeLuna <SDeLuna@rizzetta.com>; Heidi Jacobs <hjacobs@rizzetta.com>

 1 attachment (396 KB)

No street parking.pdf;

Good Afternoon,
Please see the attached for your proof.
The cost of this sign will be \$45.
Please advise what email I need to send the invoice to.
Once the invoice is paid we can get this into production.

Carman

From: Jonette Coram <JCoram@NatureWalkCDD.org>

Sent: Monday, July 28, 2025 8:00 AM

To: Copy Systems Inbox <inbox@copysystemsbusinesscenter.com>

Cc: Stephanie DeLuna <SDeLuna@rizzetta.com>; Heidi Jacobs <hjacobs@rizzetta.com>

Subject: NatureWalk CDD quote request

Good morning, Carman. NatureWalk's HOA president Kerri Gerage gave me your contact information.

Would you be able to provide the NatureWalk CDD with a quote to replace the weathered sign pictured in the first attached photo before Weds, July 30? And may I please have a mockup?

Text:

NO STREET
PARKING WITHIN
NATUREWALK

VIOLATORS WILL BE TOWED

Type:

Print Vinyl

18x18 Single Sided

12mm pvc - 2 holes

Style, colors, font, and Logo should match the EXAMPLE photo.

Billing will be to the CDD:

NatureWalk Community Development District
C/O: Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

Please let me know if you have any questions.

Thanks!
Jonette Coram
Chair, NatureWalk CDD
979-824-3901

NatureWalk CDD

(1) 18x18 3mm metal sign

3mm maxmetal (3m cast + gloss lam)

○

NO STREET PARKING WITHIN NATUREWALK

VIOLATORS WILL BE TOWED



- Remove old sign + install new



ESTIMATE

Fields Consulting Group, LLC
(dba. Mike's Signs)
11749 Crestridge Loop
New Port Richey, FL 34655-0017

signsandgraphicsbymike@gmail.com
m
+1 (727) 480-6514

Fields
CONSULTING GROUP, LLC
11749 Crestridge Loop
Trinity, FL 34655



Bill to

Rizzetta & Company
NatureWalk CDD
c/o Rizzetta & Co.
3434 Colwell Ave., Suite 200
Tampa, FL 33614

Estimate details

Estimate no.: 1723
Estimate date: 07/29/2025

P.O. Number: Per: Stephanie DeLuna
Sales Rep: Mike Fields

#	Product or service	Description	Qty	Rate	Amount
1.	Install (Signage)	RUSH (July 30th) : "No Street Parking" (18x18) custom 3mm maxmetal panel with gloss laminate. Includes the art setup, removal/disposal of old sign and install new sign using same hardware.	1	\$150.00	\$150.00
				Total	\$150.00

Accepted date

Accepted by

Tab 15



Water Management Agreement

PG/717754/r

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____ EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **twenty-four (24) months (October 1, 2025-September 30, 2027, with a 3% increase on October 1, 2026)** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Twenty-three (23) ponds and three (3) fountains associated with Nature Walk CDD in Santa Rosa Beach, Florida. Full treatment on ponds 1, 4, 5, 7, 10, 11, 12, 13, 14, 15, 16, 17, 21, 18, 18A, 23, 24, 25, 26, 27, 29; Ponds 19, 20, and 28 for colorant only due to lack of access. Customer understands that some of these ponds may have limited access and services will be performed to the best of our ability. Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Includes the monthly cleaning and adjustment of (3) fountains. Agreement does not include the removal of fountains. Parts and repair will be quoted separately from this agreement.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1.	Underwater and Floating Vegetation Control Program	\$	<u>768.00 Monthly</u>
2.	Shoreline Grass and Brush Control Program	\$	<u>INCLUDED</u>
3.	Detailed Management Reports	\$	<u>INCLUDED</u>
4.	Free Call Back Service	\$	<u>INCLUDED</u>
5.	Monthly fountain cleaning	\$	<u>184.00 Monthly</u>
	Total of Services Accepted	\$	<u>952.00 Monthly</u>

\$952.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$952.00**, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **October 15, 2025**.
- F. **The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof.** Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed

Signed _____

Dated _____

Pasco Gibson, Sales Manager

Name _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedo grass, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees.