## **DARBY**

Community Development District

SEPTEMBER 9, 2025

Darby
Community Development District
475 West Town Place
Suite 114
St. Augustine, Florida 32092

1-877-304-9269 Code: 6259765

August 26, 2025

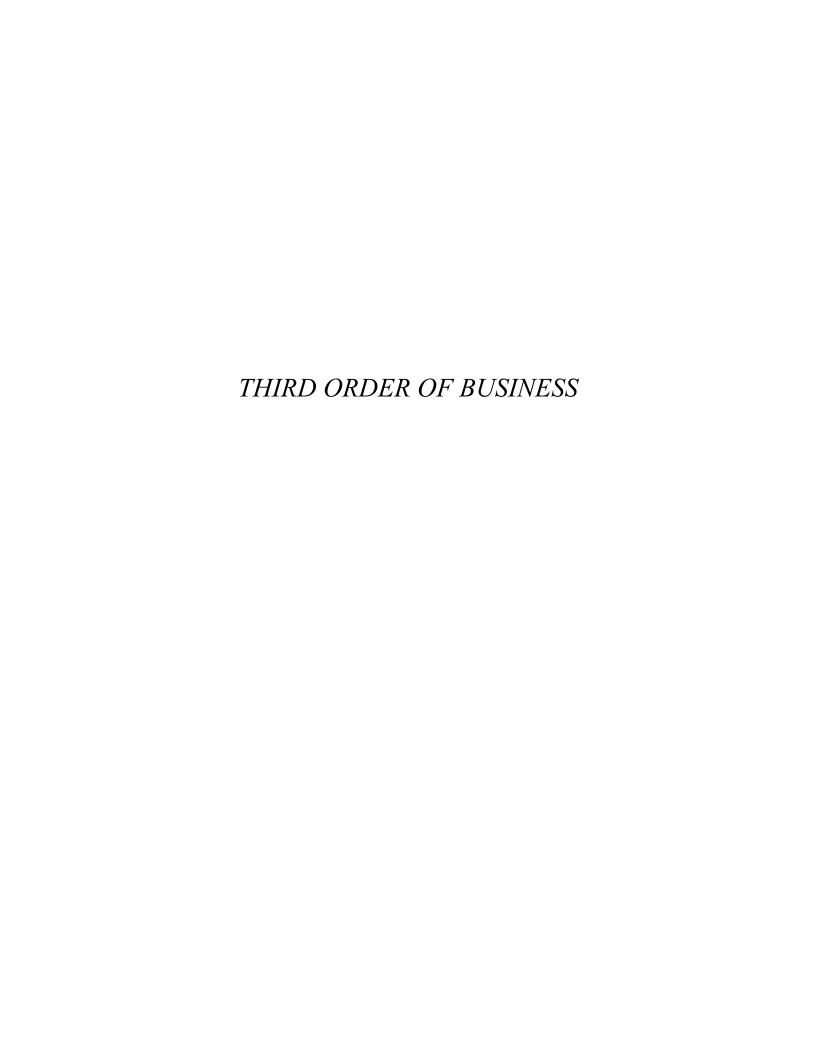
Board of Supervisors Darby Community Development District

Dear Board Members:

The Meeting of the Darby Community Development District will be held **Tuesday**, **September 9, 2025**, at 10:30 a.m. located at 1000 Riverside Ave., Suite 600, Jacksonville, Florida 32204. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments (regarding agenda items listed below)
- III. Consideration of Minutes of the July 29, 2025, Meeting
- IV. Consideration of Audit Engagement Letter with Grau and Associates
- V. Consideration of Proposals
  - A. Lake Maintenance Proposals
  - B. Operations Management Proposal
- VI. Ratification of Acceptance of Deed for Common Areas
- VII. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Manager
- VIII. Supervisors Requests
  - IX. Audience Comments
  - X. Financial Statements as of July 31, 2025

- XI. Check Register
- XII. Next Scheduled Meeting October 14, 2025 @ 10:30 a.m.
- XIII. Adjournment



# Minutes of Meeting Darby Community Development District

The regular meeting of the Board of Supervisors of the Darby Community Development District was held Tuesday, July 29, 2025 at 10:54 a.m. at the offices of Corner Lot Development, 1000 Riverside Avenue, Suite 600, Jacksonville, Florida

Present and constituting a quorum were:

George Leone Chairman

Shannon Acevedo Vice Chairperson

Andre GreenSupervisorMatt AllenSupervisorJustin HolmesSupervisor

Also present were:

Daniel Laughlin District Manger

Wes Haber District Counsel by telephone

Beth Leaptrott Engineer, Connelly & Wicker by telephone

Jeremy Wannamaker Corner Lot Development

Following is a summary of the actions taken at the July 29, 2025 meeting.

#### FIRST ORDER OF BUSINESS Roll Call

Mr. Laughlin called the meeting to order at 10:54

#### SECOND ORDER OF BUSINESS Audience Comments

There being none, the next item followed.

#### THIRD ORDER OF BUSINESS Organizational Matters

#### A. Acceptance of Resignation from Supervisor English

On MOTON by Mr. Leone seconded by Mr. Green with all in favor Mr. English's resignation was accepted.

B. Appointment of New Supervisor to Fill Unexpired Term of Office (11/2026)

On MOTION by Mr. Leone seconded by Mr. Allen with all in favor Justin Holmes was appointed to fill the unexpired term of office.

#### C. Oath of office for Newly Appointed Supervisor

Mr. Laughlin being a notary public of the state of Florida administered the oath of office to Ms. Holmes.

#### D. Election of Officers Resolution 2025-05

On MOTION by Mr. Leone seconded by Mr. Greene with all in favor Resolution 2025-05 keeping the same slate of officers and adding Justin Holmes as an assistant secretary was approved.

#### FOURTH ORDER OF BUSINESS

Approval of the Minutes of the May 13, 2025 Meeting

On MOTION by Mr. Leone seconded by Ms. Acevedo with all in favor the minutes of the May 13, 2025 meeting were approved as presented.

#### FIFTH ORDER OF BUSINES

Ratification of Agreement for Landscape Maintenance Services with Core Outdoors, LLC

On MOTION by Mr. Leone seconded by Mr. Green with all in favor the landscape maintenance agreement with Core Outdoors, LLC was ratified.

#### SIXTH ORDER OF BUSINESS

**Public Hearing Adopting the Budget for Fiscal Year 2026** 

On MOTION by Mr. Leone seconded by Mr. Allen with all in favor the public hearing was opened.

There were no members of the public present.

On MOTION by Mr. Leone seconded by Ms. Acevedo with all in favor the public hearing was closed.

## A. Consideration of Resolution 2025-06 Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2026

Mr. Lauglin reviewed the proposed budget and stated this budget is similar to last year's budget, we had a very large carry forward surplus because a lot of things did not come online. We also switched to balancing the budget without developer contributions. There is a slight increase in the O&M assessments.

On MOTION by Mr. Leone seconded by Mr. Green with all in favor Resolution 2025-06 was approved.

## B. Considerations of Resolution 2025-07 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2026

Mr. Laughlin stated Resolution 2025-07 imposes the special assessments ad certifies an assessment roll for fiscal year 2026.

On MOTION by Mr. Leone seconded by Ms. Acevedo with all in favor Resolution 2025-07 was approved.

#### SIXTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

There being none, the next item followed.

#### B. Engineer

Ms. Leaptrott stated we just got 34 permits from the water management district.

#### C. Manager

#### 1. Discussion of Fiscal Year 2026 Schedule

On MOTION by Mr. Leone seconded by Ms. Acevedo with all in favor the fiscal year 2026 meeting schedule was approved.

#### 2. Report on the Number of Registered Voters – 8

A copy of the letter from the supervisor of elections indicating there are 8 registered voters residing in the district was included in the agenda package.

#### SEVENTH ORDER OF BUSINESS Supervisors Requests

There being none, the next item followed.

#### EIGHTH ORDER OF BUSINESS Audience Comments

There being none, the next item followed.

#### NINTH ORDER OF BUSINESS Financial Statements as of June 30, 2025

A copy of the financials was included in the agenda package.

#### EIGHTH ORDER OF BUSINESS Check Register

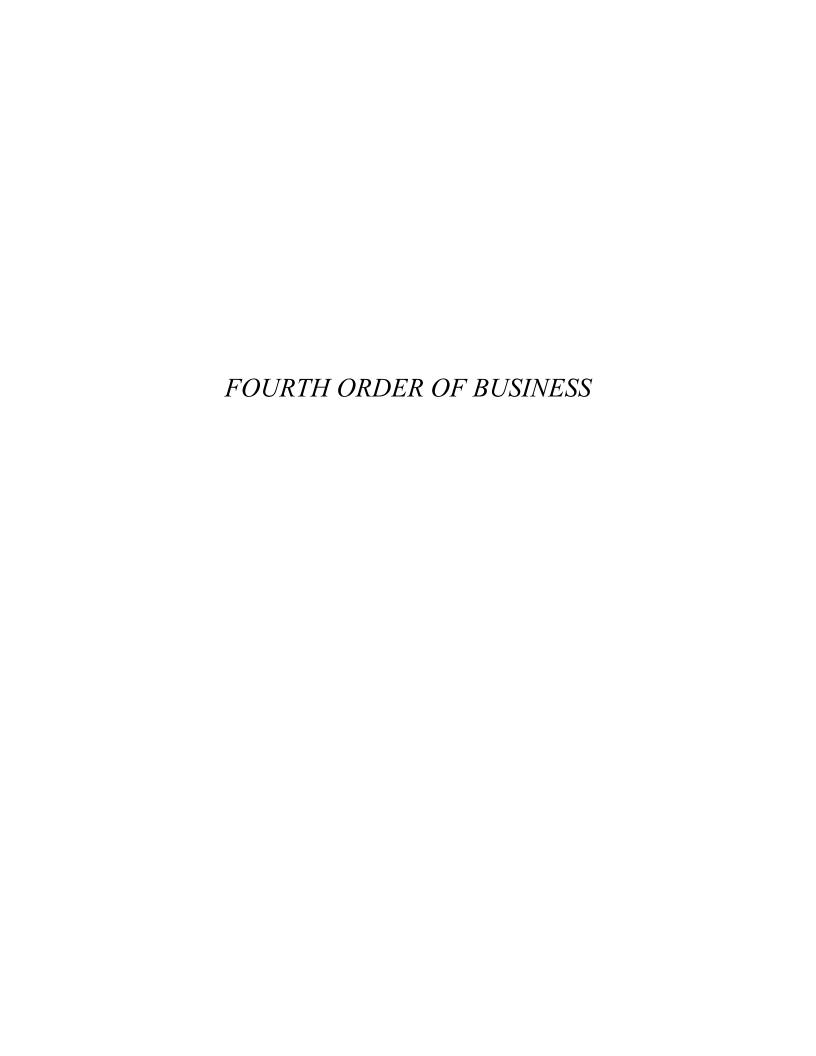
On MOTION by Mr. Green seconded by Mr. Allen with all in favor the check register was approved.

## TENTH ORDER OF BUSINESS Next Meeting Scheduled – August 12, 2025 at 10:30 a.m.

Mr. Laughlin stated the next meeting is scheduled for September 9, 2025 at 10:30 a.m. in the same location.

On MOTION by Mr. Leone seconded by Mr. Holmes with all in favor the meeting adjourned at 11:15 a.m.

Secretary/Assistant Secretary	 Chairman/Vice Chairman





1001 Yamato Road • Suite 301 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

August 11, 2025

Board of Supervisors Darby Community Development District 475 West Town Place, Suite 114 St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Darby Community Development District, City of Jacksonville, Florida ("the District") for the fiscal year ended September 30, 2025. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Darby Community Development District as of and for the fiscal year ended September 30, 2025. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2025 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

#### Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates 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 Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-NF LLC, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092. TELEPHONE: 904-940-5850

Our fee for these services will not exceed \$5,400 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Darby Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Grau & Associates
Jos In
Antonio J. Grau

#### RESPONSE:

Very truly yours,

This letter correctly sets forth the understanding of Darby Community Development District.

Ву:			
Title:			
Date:			





Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

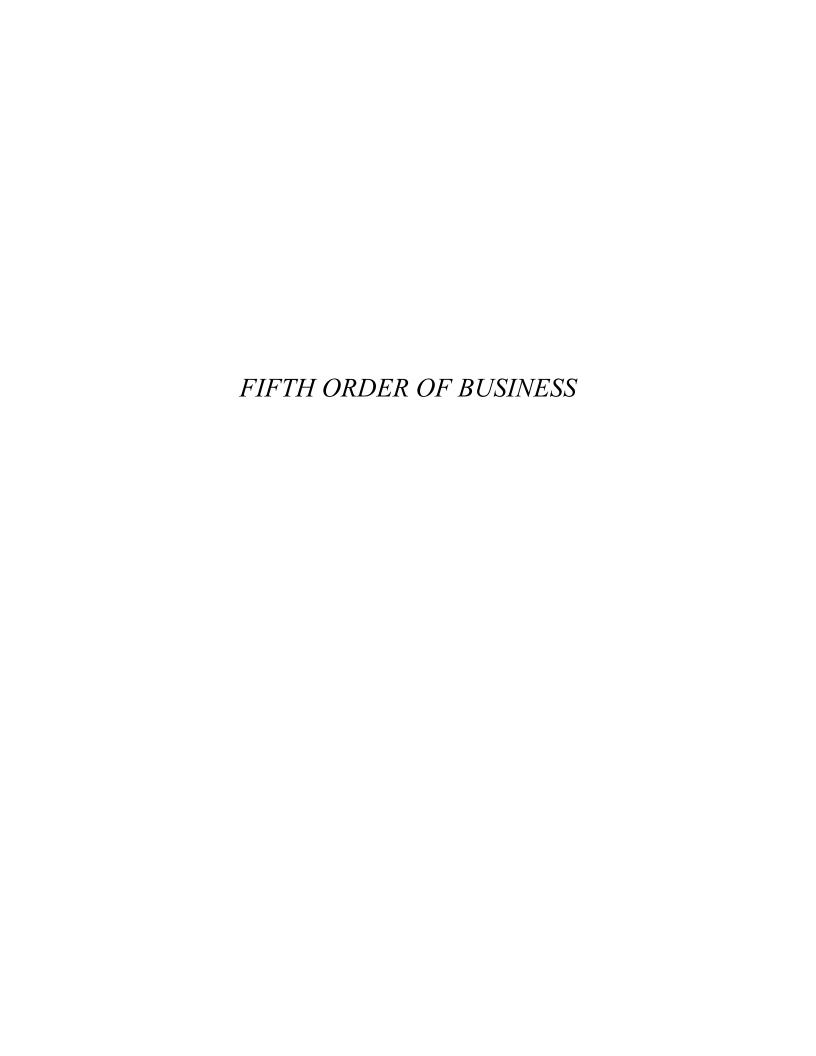
FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791



A.



#### **SERVICES AGREEMENT**

PROPERTY NAME: **Darby CDD**CUSTOMER NAME: **Darby CDD** 

SERVICE DESCRIPTION: Annual Maintenance of 7 ponds approximately 6,698 In ft and 7.95 acres.

EFFECTIVE DATE: **September 1, 2025 through August 31 2026** SUBMITTED TO: Daniel Laughlin - dlaughlin@gmsnf.com

SUBMITTED BY: Lonnie Lawrence - North Florida Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

- 1. <u>SERVICES</u>. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
- 2. <u>MODIFICATIONS</u>. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
- 3. <u>PRICING.</u> The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.
- <u>PAYMENT.</u> Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
- 5. <u>TERM AND EXPIRATION</u>. This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of 1 year(s) (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each



an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

- 6. <u>TERMINATION.</u> SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.
- 7. <u>TERMINATION FOR CAUSE.</u> If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 8. <u>INSURANCE</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
- 9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
- 10. <u>CONFIDENTIAL INFORMATION</u>. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after



disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

- 11. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 12. <u>RIGHT TO SUBCONTRACT</u>. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.
- 13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 15. <u>E-VERIFY</u>. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
- 16. <u>GOVERNING LAW</u>. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.
- 17. <u>MANDATORY ARBITRATION</u>. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"),



under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

- 18. <u>ASSIGNMENT</u>. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.
- 19. <u>NOTICES</u>. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
- 20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.
- 21. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.



- 22. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 23. <u>SEVERABILITY</u>. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

SOLitude Lake Management, LLC 1320 Brookwood Drive Suite H	
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Printed Name:	Printed Name:
Signature:	Signature:
SOLITUDE LAKE MANAGEMENT, LLC.	DARBY CDD
ACCEPTED AND APPROVED:	

Please Mail All Notices and Agreements to:

Little Rock AR 72202

SOLitude Lake Management, LLC 1253 Jensen Drive, Suite 103 Virginia Beach, VA 23451



#### **SCHEDULE A – SCOPE OF SERVICES**

A SOLitude Aquatic Specialist will visit the site and inspect the (7) Ponds one time per month.

#### **ANNUAL POND MANAGEMENT SERVICES**

#### Monitoring:

Observations and data collected during the inspections will be used to inform and guide all
activities required to fulfill the requirements of this contract as specified in the description of
services below.

#### <u>Visual Inspections:</u>

- 1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Erosion
  - Forebays and inflowing or outflowing swales, ditches, and stream channels
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
- 2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
- 3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
- 4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

#### **Aquatic Weed Control:**

I. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and



- aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found at the time of application.
- 2. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### Shoreline Weed Control:

- Shoreline areas will be inspected for any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### Algae Control:

1. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an as-needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

#### **Trash Removal:**

Trash will be removed from the pond(s) and disposed of offsite. Any large item or debris that is
not easily and reasonably removable by one person during the routine visit will be removed with
the Customer's approval for an additional fee. Routine trash and debris removal services are for
the pond areas only, and do not include any trash or debris removal from the surrounding
terrestrial (dry land) areas.

#### General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.



- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.





#### **SCHEDULE B - PRICING SCHEDULE**

Total Price: \$6,120.00

Invoice Amount: \$510.00

Invoice Frequency: Monthly





4651 Salisbury Rd, Suite 155 Jacksonville, FL 32256 (904) 431-3914

August 19th, 2025

Mr. Daniel Laughlin, District Manager C/O Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092

RE: Aquatic Management Services Bid

#### Dear Mr. Laughlin:

The following encompasses The Lake Doctors, Inc. observations and recommendations based on our site survey completed on 8/7/25. All waterways were inspected and are in good condition overall from an algae/invasive aquatic vegetation standpoint. That being said, treatments are recommended as soon as possible to proactively stay ahead of any growth that is likely as we're still in the heat of Summer. Photos are included on pages 2 and 3 that show some areas we recommend addressing. This includes erosion and turbidity concerns that we can restore for you. Our goal is to be a one-stop-shop for any and all pond needs the community may have. We have every available resource at our disposal to provide Darby CDD with the highest quality and value of service possible.

You have the full support from our Jacksonville Branch including 20+ licensed aquatic technicians, Field and Sales Management Team, Authorized Fountain Service Dept., fisheries manager and dedicated administrative assistant. We have technicians in the area on a daily basis that will respond to any questions or concerns you may have. We also have extensive experience managing many CDD's comparable in size including but not limited to: Arbors CDD, Armstrong CDD, Copes Landing CDD, Magnolia West CDD, Pine Ridge Plantation CDD, Ridgewood Trails CDD, Seaton Creek Reserve CDD and Tisons Landing CDD.

On behalf of our Jacksonville Branch, we greatly appreciate the opportunity and your time to review and consider our proposal. Please let me know if there are any questions or concerns. We look forward to getting to work for you and the homeowners of Kings Preserve – Darby CDD.

Respectfully,

Jesse E. Mason, Sales Manager (904)228-8006 | jesse.mason@lakedoctors.com

Jesse Mason

Florida Offices
Ft. Lauderdale: (954) 565-7488
Fort Myers: (239) 693-2270
Fort Pierce: (772) 241-5773

Fort Pierce: (772) 241-5773 Jacksonville: (904) 262-5500 Orlando: (407) 327-7918 Pensacola: (850) 939-5787 Sarasota: (941) 377-0658 Tallahassee: (850) 329-2389 Tampa: (727) 544-7644 Georgia Offices Savannah: (912) 219-0100

Ohio Offices Columbus: (614) 987-5098 Dayton: (937) 433-2942 South Carolina Offices

Charleston: (843) 873-1911 Greenville: (864) 498-6050 Myrtle Beach: (843) 492-4080





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The Lake Doctors, Inc.
Aquatic Management Services

4651 Salisbury Rd, Suite 155 Jacksonville, FL 32256 (904) 431-3914





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The Lake Doctors, Inc.

11621 Columbia Park Drive W.
Jacksonville, FL 32258
(904) 262-5500

Jacksonville@lakedoctors.com
www.lakedoctors.com

### **Water Management Agreement**

INVOICING ADDRESS  CITYSTATEZIPPHONE ( )  EMAIL ADDRESS  The parties hereto agree to follows:  A. The Company agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of executing Agreement in accordance with the terms and conditions of this Agreement in the following location(s):  Seven (7) Ponds associated with Darby CDD in Jacksonville, Florida.  Includes a minimum of twelve (12) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeks.  B. Customer agrees to pay the Company the following sum for specified aquatic management services:    1
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D. The Company agrees to commence treatment within thirty (30) days, weather permitting, from the date of receipt of this executed A
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 to the Company on or before <b>September 19th, 2025</b> .
F. The Terms and Conditions appearing on the reverse side form an integral part of this Agreement, and Customer hereby acknowled has read and is familiar with the contents thereof.
CUSTOMER PREFERENCES
NVOICE FREQUENCY: MONTHLY EVERY OTHER MONTH QUARTERLY SEMI-ANNUAL ANNUAL
NVOICE TIMING: BEGINNING OF THE MONTH WITH SERVICE COMPLETION
NVOICE TIMING: BEGINNING OF THE MONTH WITH SERVICE COMPLETION
NVOICE TIMING: BEGINNING OF THE MONTH WITH SERVICE COMPLETION  EMAIL INVOICE:YES NO   If yes, provide invoice email:
NVOICE TIMING: BEGINNING OF THE MONTH WITH SERVICE COMPLETION  EMAIL INVOICE:YES NO   If yes, provide invoice email:  EMAIL WORK ORDER:YES NO   If yes, provide work order email:
INVOICE TIMING: BEGINNING OF THE MONTH WITH SERVICE COMPLETION  EMAIL INVOICE:YES NO   If yes, provide invoice email:  EMAIL WORK ORDER:YES NO   If yes, provide work order email:  THIRD PARTY COMPLIANCE/REGISTRATION: YES NO
INVOICE TIMING: BEGINNING OF THE MONTH WITH SERVICE COMPLETION  EMAIL INVOICE:YES NO   If yes, provide invoice email:  EMAIL WORK ORDER:YES NO   If yes, provide work order email:  THIRD PARTY COMPLIANCE/REGISTRATION: YES NO  THIRD PARTY INVOICING PORTAL**: YES NO
INVOICE TIMING: BEGINNING OF THE MONTH WITH SERVICE COMPLETION  EMAIL INVOICE:YES NO   If yes, provide invoice email:  EMAIL WORK ORDER:YES NO   If yes, provide work order email:  THIRD PARTY COMPLIANCE/REGISTRATION: YES NO  THIRD PARTY INVOICING PORTAL**: YES NO  REQUESTED START MONTH:   PURCHASE ORDER #:  HE LAKE DOCTORS, INC. CUSTOMER:
INVOICE TIMING: BEGINNING OF THE MONTH WITH SERVICE COMPLETION  EMAIL INVOICE:YES NO   If yes, provide invoice email:  EMAIL WORK ORDER:YES NO   If yes, provide work order email:  THIRD PARTY COMPLIANCE/REGISTRATION: YES NO  THIRD PARTY INVOICING PORTAL**: YES NO  REQUESTED START MONTH:   PURCHASE ORDER #:

#### TERMS AND CONDITIONS

- 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 Company shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify the Company in writing if any exotic fish exist in lake or pond prior to treatment.
  - exist in lake or pond prior to treatment. Customer understands and agrees that for the best effectiveness and environmental safety, materials used by the Company may be used at rates equal to or lower than maximum label recommendations.

    Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit
  - e)
- Guidelines.

  Customer agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement. Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.

  When deemed necessary by the Company and approved by Customer, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- Under the Shoreline Grass and Brush Control Program, the Company will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of species take several months or longer to fully decompose. Customer is responsible for any desired physical cutting and removal.
- Customer agrees to inform the Company in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). the Company 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 Company, in writing, of any conditions which may affect the scope of work and Customer agrees to pay any resultant higher direct costs incurred.
- If services specify trash/debris removal, the Company will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to a 5 gallon bucket but only during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- Customer agrees to reimburse the Company for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portal fees. Fees will be reimbursed via an additional invoice per the Company's discretion.
- If at any time during the term of this Agreement, Customer reasonably believes the Company is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, Customer shall give the Company written notice stating with particularity the reasons for Customer's dissatisfaction. The Company shall investigate and attempt to address Customer's concerns. If, after 30 days from the giving of the original notice, Customer continues to reasonably believe the Company's performance is unsatisfactory, Customer may terminate this Agreement by giving written notice ("Second Notice") to the Company and paying all monies owing to the effective date of termination, which shall be the last day of the month in which the Second Notice is received by the Company. Customer may not terminate this Agreement before the end of the term except for cause in accordance with this paragraph.
- If Customer discontinues or terminates service under this Agreement except for cause in accordance with paragraph 6, Company shall be entitled to collect as an early termination fee, and not as a penalty, an amount equal to, the lesser of, three (3) times the monthly service fee, or the number of months remaining in the term multiplied by the monthly service fee. The Company may declare the termination fee owed in a single payment due within ten (10) days of written
- Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. The Company will notify Customer of such restrictions. It is Customer's responsibility to observe the restrictions throughout the required period. Customer understands and agrees that, notwithstanding any other provision of the Agreement, the Company does not assume any liability for failure by any party to be notified of, or to observe, such regulations or restrictions. 8)
- The Company 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 the standard insurance provided by the Company.
- The Company agrees to indemnify, defend and hold harmless Customer from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Customer by any person caused by or that results from the gross negligence or willful misconduct of the Company, its employees or agents. Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on the Company by any person whomsoever that occurs on or about Customer's premises, except for any such loss, injury or damage that is caused by or results solely from the gross negligence or willful misconduct of the Company its employees or agents.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer agrees that the Company's liability under this Agreement shall be limited to six (6) times the monthly fee, which amount shall be Customer's maximum remedy regardless of the legal theory used to determine that the Company is liable for the injury or loss (including, without limitation, negligence breach of contract breach of warranty and product liability).
- 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 Company be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, the Company shall notify Customer of said condition and of the excess direct costs arising therefrom. Customer shall have thirty (30) days after receipt of notice to notify the Company in writing of any inability to comply with excess direct costs as requested by the Company.
- Customer warrants that it is authorized to execute this Agreement on behalf of the riparian owner If a legal entity, the person executing this Agreement on behalf of Customer represents that Customer is duly organized and existing, and is in good standing, under the laws of the jurisdiction of its organization and that execution, delivery, and performance of this Agreement has been duly authorized by all appropriate corporate action
- The Company covenants to perform and complete the services hereunder in a timely, competent and workmanlike manner and in accordance with the specifications and requirements set forth in this Agreement. THE COMPANY HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO SERVICES OR PRODUCTS PROVIDED BY THE COMPANY.
- Customer understands that, for convenience, the annual cost of service is spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If the Company permits Customer to temporarily put its account activity on hold, an additional start-up charge may be required due to aquatic re-growth. 15)
- The Company agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of the Company. However, the Company shall in no event be liable to Customer or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 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 by written notice delivered prior to the end of the term. The Company may adjust the monthly investment amount after the original term to reflect any changes to cost of materials, inputs, and labor. The Company will submit written notification to Customer 30 days prior to effective date of adjustment. If Customer is unable to comply with the adjustment, the Company shall be notified immediately in order to seek a resolution. The Company may cancel this Agreement for any reason upon 30-day written notice to Customer.
- Should Customer become delinquent, the Company may place the account on hold for non-payment and Customer will continue to be responsible for the continuing monthly amount even if the account is placed on hold. The Company may, at its sole discretion, choose to suspend services and charge the Customer 25% of the monthly equivalent invoice amount for three (3) consecutive months, herein referred to as the Credit Hold Period, or until Customer pays all invoices due, whichever comes earlier. Regular Service may be reinstated once the entire past due balance has been received in full. Should the Customer remain delinquent at the end of the Credit Hold Period, Company shall be entitled 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 Company resulting from such collection action. The Company reserves the right at any time to charge interest on unpaid amounts at the rate of eighteen percent (18%) per year. Customer hereby irrevocably submits to the exclusive personal jurisdiction of the state and federal courts of Duval County, Florida for the adjudication of all disputes or questions hereunder.
- This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by the Company 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 Company and Customer. This Agreement is assignable by Customer only with the prior written consent of the Company.





## Waterway Management Proposal

#### For

## Darby Community Development District - Kings Preserve Jacksonville, Florida

Prepared by: Florida Waterways, Inc.

6900 Philips Highway, Unit 23

Jacksonville, Florida 32216

Date: September 2, 2025



www.FloridaLake.com 904.801.LAKE (5253)



#### Waterway Management Service Agreement

This Agreement made the date set forth below, by and between Florida Waterways, Inc., a Florida Corporation, hereinafter called "FLORIDA WATERWAYS", and

#### **Darby Community Development District - Kings Preserve**

c/o Governmental Management Services

Attn: Daniel Laughlin, District Manager 475 West Town Place, Suite 114 World Golf Village

St. Augustine, Florida 32092

hereinafter called "CUSTOMER". The parties hereto agree as follows:

1. FLORIDA WATERWAYS agrees to manage certain lake(s), pond(s), and/or waterway(s) in accordance with the terms and conditions of this Agreement for a period of **twelve (12) months** from the date of receipt in the following location:

Twelve (12) annual visits for treatment and/or inspection of eight (8) approximately 8.7-acres of wet detention ponds as shown on Waterway Map

2. CUSTOMER agrees to pay FLORIDA WATERWAYS, its agents or assigns, each month the following sum for specified waterway management services:

Algae and Aquatic Vegetation Control (including Floating Vegetation)	\$ 535.00
Shoreline Grass Control	\$ INCLUDED
Debris Removal	\$ INCLUDED
Management Reporting	\$ INCLUDED
Triploid Grass Carp Stocking* w/ Included Permitting Assistance	\$ 8.50/fish
Water Quality & Chemistry Monitoring *	\$ INCLUDED
Florida Waterways 100% Control Guarantee	\$ INCLUDED
(Free Callback Service & Additional Treatments, if required)	

#### **Total Recurring Monthly Service Charges**

\$ 535.00

\*Services performed at FLORIDA WATERWAYS' sole discretion for the success of the Waterway Management Services Agreement.

- 3. FLORIDA WATERWAYS agrees to commence Waterway Management Services within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or issuance of required government permits.
- 4. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that they have read and are familiar with the contents thereof. Agreement must be accepted in its entirety to be considered valid.

By: FLORIDA WATERWAYS	CUSTOMER
Jim \$chwartz	Printed:
Email: Jim@FloridaPond.com	rilited.
Proposal Date: <u>September 2, 2025</u> The offer contained berein is withdrawn and this Agreement shall have no further	Dated:  proceed and effect unless executed and returned by CUSTOMER to FLORIDA WATERWAYS within

ninety (90) days from the effective Proposal Date.

#### **Terms & Conditions**

- The Algae and Aquatic Vegetation Control and Shoreline Grass Control Programs will be conducted in a manner consistent with Best Management Practices (BMPs) intended to prevent the stormwater management facility (SWMF) and associated control structures from becoming clogged or choked with vegetative or aquatic growth to such an extent as to render them inoperable. Control of vegetative and aquatic growth may take 30-90 days depending upon species, materials used and environmental factors.
- 2) FLORIDA WATERWAYS, in its sole discretion, will implement an Integrated Pest Management (IPM) Plan for CUSTOMERS site which may utilize chemical, mechanical-physical, biological and/or cultural procedures (as applicable) for controlling aquatic plants, including:
  - a. <u>Class I Prohibited Aquatic Plants</u> listed by the Florida Department of Agriculture and Consumer Services as cited Rule 5B-64.011, F.A.C.
  - b. <u>Category I & II Invasive Plant Species</u> listed by Florida Exotic Pest Plan Council (FLEPPC)
    - These listed plants have a tendency to spread or become invasive in an ecosystem, sometimes in a rapid manner, so as to impair the ecosystem's ability to function by altering its productivity, decomposition, water fluxes, nutrient cycling and loss, soil fertility, erosion, dissolved oxygen concentrations, or its ability to maintain its existing species diversity. These plants also have the ability to create dense, monospecific stands or monotypic stands which displace or destroy native plant habitat, destroy fish and wildlife habitats, inhibit water circulation, hinder navigation and irrigation, or severely restrict the recreational use of waterways.
- Triploid grass carp stocking, if included, will be performed at stocking rates determined by FLORIDA WATERWAYS, within Florida Fish and Wildlife Conservation Commission permit guidelines. If deemed necessary, carp containment barriers will be coordinated with CUSTOMER at a rate of \$45.00/SF. FLORIDA WATERWAYS designs and fabricates the industry's best custom carp containment barriers out of welded aluminum construction. Barriers built by FLORIDA WATERWAYS are guaranteed to meet FWC's specifications.
- 4) CUSTOMER agrees to provide adequate access to the SWMF, including boat access. Failure to provide boat access may require renegation or termination of this Agreement. If, at time of treatment, access to the site has been restricted and FLORIDA WATERWAYS is unable to provide services, FLORIDA WATERWAYS reserves the right to impose a fuel surcharge as may be necessary.
- CUSTOMER agrees that the system will be kept free of debris, trash, garbage, oils and greases, and other refuse. Included debris removal by FLORIDA WATERWAYS is limited to small, incidental litter that may accumulate within the SWMF. Removal of large debris resulting from intentional or unintentional dumping, vandalism, or weather events may result in additional service charges. Agreements that include debris removal shall consist of: 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.
- Under the Shoreline Grass Control Program, FLORIDA WATERWAYS will treat border vegetation to the SWMF's Normal Water Level (NWL) including, but not limited to torpedograss, cattails and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired. CUSTOMER understands that during periods of prolonged drought, or due to a change in hydrological conditions, the SWMF's water level may fall below the NWL elevation. Treatment of border vegetation below the NWL will be coordinated between CUSTOMER and FLORIDA WATERWAYS and may result in a service surcharge.
- 7) CUSTOMER understands, that, for convenience, the annual service charge has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service.
- FLORIDA WATERWAYS, in implementing the IPM, will use methods that protect or restore fish and wildlife habitat. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system. When deemed necessary, FLORIDA WATERWAYS may plant and/or nurture certain variety of plants, which for various reasons, help to maintain ecological balance.
- **9)** FLORIDA WATERWAYS shall maintain the following insurance coverage: a) Automobile Liability; b) Comprehensive General Liability; c) comply with Florida's Workers Compensation Law (FSS Chapter 420) statutory limits.
- FLORIDA WATERWAYS agrees to hold CUSTOMER harmless from any loss, damage, or claims arising out of the sole negligence of FLORIDA WATERWAYS; however, FLORIDA WATERWAYS, shall in no event be liable to CUSTOMER, or others, for indirect special or consequential damages resulting from any cause whatsoever.
- 11) This Agreement may be terminated without cause by either party upon a 30 day written notice to the other party.
- 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, FLORIDA WATERWAYS may adjust the monthly recurring service charge amount after the original term. FLORIDA WATERWAYS will submit written notification to CUSTOMER thirty (30) days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, FLORIDA WATERWAYS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #11 above.
- Should CUSTOMER become sixty (60) days delinquent, FLORIDA WATERWAYS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly service charge even if the account is placed on hold. FLORIDA WATERWAYS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement. Monthly interest will accrue on delinquent accounts at a rate of 1.5% per month. Service may be reinstated once the entire past due balance has been received in full, including interest. Should it become necessary for FLORIDA WATERWAYS 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 attorney's fees (including those on appeal) and court costs, and all other expenses incurred by FLORIDA WATERWAYS resulting from such collection action.

7711 Owsley Ct, Jacksonville, FL 32219





#### **North Florida Office**

6950 Philips Highway Unit 24 Jacksonville, FL 32216 (904) 801–LAKE (5253)

# Lake & Pond Management

## **Services Overview**



FLORIDA WATERWAYS, INC.

Your Trusted Waterway Advisors

www.FloridaLake.com

#### PROVEN LAKE MANAGEMENT SOLUTIONS

Florida Waterways, Inc. is a State-wide environmental firm specializing in pond and lake management using solution focused, science-based approaches. Florida Waterways has a team of environmental professionals who specialize in multiple disciplines including: aquatic biology and ecology, limnology, entomology, soils, chemistry, sampling, and landscape sciences. Florida Waterways provides lake and pond management services for the North Florida Region, Central Florida Region and Tampa Bay Region.

Florida Waterways is a full-service lake management provider offering annual pond and lake maintenance programs, aeration and fountain system installation and design, fish stocking and fisheries management, algae and aquatic weed control, mitigation and wetland management, and water quality restoration services.



# THE FLORIDA WATERWAYS GUARANTEE

We put our money where our mouth is. When you purchase a service contract with the 100% Control Guarantee, we mean just that! Algae and nuisance vegetation are a thing of the past. We provide a cost quote and that is all you pay... regardless of whether it takes 2 applications or 10! Bar none, this is the best warranty in the business.



## Why Florida Waterways, Inc?

#### Licensed and Insured

Our Field Biologists are properly licensed with the Florida Department of Agriculture and Consumer Services for the services we offer and the locations we work in.

We carry General Liability Insurance, Automobile Insurance and Workers Compensation Coverage.

#### Knowledgeable

Florida Waterways has a team of environmental professionals who specialize in multiple disciplines including: aquatic biology and ecology, limnology, entomology, soils, chemistry, sampling, and landscape sciences.

#### Responsive

Immediate service when needed due to local concentration of professional staff.

#### **Equipped**

Our work takes us to some challenging environs. We've made the investment in a fleet of specialized equipment so we have the right tools for the job.

#### **Accredited**

As a company Florida Waterways is an Accredited Member of the Society of Lake Management Professionals, member of the Florida Lake Management Society, and the Florida Aquatic Plant Management Society.

Our staff consists of degreed environmental professionals, Clemson University Master Pond Managers and University of Florida | Florida Master Naturalists.







#### **ALGAE & AQUATIC WEED CONTROL**

- Control and maintenance of excessive algae
- Control and maintenance of nuisance aquatic weeds
- Control and maintenance of shoreline grasses and brush





Scheduled inspections and monitoring Management reporting Trash and debris removal



#### FLOATING FOUNTAIN DISPLAYS & AERATION SYSTEMS

Sales, service and installation of floating fountains and diffused bottom aeration systems. We carry top-tier manufactures with industry leading warranties for peace of mind. Bathymetric models of diffused bottom aeration systems to custom design systems specified for your unique waterway.









#### TRIPLOID GRASS CARP & FISHERIES MANAGEMENT

Triploid Grass Carp are effective for the biological control of aquatic weeds, but require a permit through FWC. As a condition of the permit, the stocked waterbody needs to have a method of fish containment, such as the use of a barrier. We design and fabricates the industry's best custom carp containment barriers out of welded aluminum construction.

Florida Waterways is a Freshwater Frog & Fish Dealer and an FWC Authorized Triploid Grass Carp Supplier.









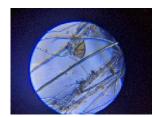
#### **WATER QUALITY MONITORING & CONSULTING**

Our team of experienced environmental professionals is available to help diagnose and determine the underlying conditions which may affect your waterway. We do mitigation planting and monitoring, bathymetry and sedimentation studies, water chemistry testing and monitoring and algae identification. By understanding the science behind the problems, we can provide you with cost effective solutions.











# Waterway Management Proposal

## For

## Darby Community Development District - Kings Preserve Jacksonville, Florida

Prepared by: Florida Waterways, Inc.

6900 Philips Highway, Unit 23

Jacksonville, Florida 32216

Date: September 2, 2025



www.FloridaLake.com 904.801.LAKE (5253)



### Waterway Management Service Agreement

This Agreement made the date set forth below, by and between Florida Waterways, Inc., a Florida Corporation, hereinafter called "FLORIDA WATERWAYS", and

#### **Darby Community Development District - Kings Preserve**

c/o Governmental Management Services

Attn: Daniel Laughlin, District Manager 475 West Town Place, Suite 114 World Golf Village

St. Augustine, Florida 32092

hereinafter called "CUSTOMER". The parties hereto agree as follows:

1. FLORIDA WATERWAYS agrees to manage certain lake(s), pond(s), and/or waterway(s) in accordance with the terms and conditions of this Agreement for a period of twelve (12) months from the date of receipt in the following location:

Twelve (12) annual visits for treatment and/or inspection of seven (7) approximately 7.9±-acres of wet detention ponds as shown on Waterway Map

2. CUSTOMER agrees to pay FLORIDA WATERWAYS, its agents or assigns, each month the following sum for specified waterway management services:

Algae and Aquatic Vegetation Control (including Floating Vegetation)	\$ 485.00
Shoreline Grass Control	\$ INCLUDED
Debris Removal	\$ INCLUDED
Management Reporting	\$ INCLUDED
Triploid Grass Carp Stocking* w/ Included Permitting Assistance	\$ 8.50/fish
Water Quality & Chemistry Monitoring *	\$ INCLUDED
Florida Waterways 100% Control Guarantee	\$ INCLUDED
(Free Callback Service & Additional Treatments, if required)	

#### **Total Recurring Monthly Service Charges**

485.00

\*Services performed at FLORIDA WATERWAYS' sole discretion for the success of the Waterway Management Services Agreement.

- 3. FLORIDA WATERWAYS agrees to commence Waterway Management Services within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or issuance of required government
- 4. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that they have read and are familiar with the contents thereof. Agreement must be accepted in its entirety to be considered valid.

Ву:		
FLORIDA WATERWAYS	CUSTOMER	
Jim Schwartz Email: Jim@FloridaPond.com	Printed:	
Proposal Date: <u>September 2, 2025</u>	Dated:	
The offer contained herein is withdrawn and this Agreement shall have no further	er force and effect unless executed and returned by CUSTOMER to FLORIDA WATE	RWAYS within

#### **Terms & Conditions**

- The Algae and Aquatic Vegetation Control and Shoreline Grass Control Programs will be conducted in a manner consistent with Best Management Practices (BMPs) intended to prevent the stormwater management facility (SWMF) and associated control structures from becoming clogged or choked with vegetative or aquatic growth to such an extent as to render them inoperable. Control of vegetative and aquatic growth may take 30-90 days depending upon species, materials used and environmental factors.
- 2) FLORIDA WATERWAYS, in its sole discretion, will implement an Integrated Pest Management (IPM) Plan for CUSTOMERS site which may utilize chemical, mechanical-physical, biological and/or cultural procedures (as applicable) for controlling aquatic plants, including:
  - a. <u>Class I Prohibited Aquatic Plants</u> listed by the Florida Department of Agriculture and Consumer Services as cited Rule 5B-64.011, F.A.C.
  - b. <u>Category I & II Invasive Plant Species</u> listed by Florida Exotic Pest Plan Council (FLEPPC)
    - These listed plants have a tendency to spread or become invasive in an ecosystem, sometimes in a rapid manner, so as to impair the ecosystem's ability to function by altering its productivity, decomposition, water fluxes, nutrient cycling and loss, soil fertility, erosion, dissolved oxygen concentrations, or its ability to maintain its existing species diversity. These plants also have the ability to create dense, monospecific stands or monotypic stands which displace or destroy native plant habitat, destroy fish and wildlife habitats, inhibit water circulation, hinder navigation and irrigation, or severely restrict the recreational use of waterways.
- Triploid grass carp stocking, if included, will be performed at stocking rates determined by FLORIDA WATERWAYS, within Florida Fish and Wildlife Conservation Commission permit guidelines. If deemed necessary, carp containment barriers will be coordinated with CUSTOMER at a rate of \$45.00/SF. FLORIDA WATERWAYS designs and fabricates the industry's best custom carp containment barriers out of welded aluminum construction. Barriers built by FLORIDA WATERWAYS are guaranteed to meet FWC's specifications.
- CUSTOMER agrees to provide adequate access to the SWMF, including boat access. Failure to provide boat access may require renegation or termination of this Agreement. If, at time of treatment, access to the site has been restricted and FLORIDA WATERWAYS is unable to provide services, FLORIDA WATERWAYS reserves the right to impose a fuel surcharge as may be necessary.
- CUSTOMER agrees that the system will be kept free of debris, trash, garbage, oils and greases, and other refuse. Included debris removal by FLORIDA WATERWAYS is limited to small, incidental litter that may accumulate within the SWMF. Removal of large debris resulting from intentional or unintentional dumping, vandalism, or weather events may result in additional service charges. Agreements that include debris removal shall consist of: 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.
- Under the Shoreline Grass Control Program, FLORIDA WATERWAYS will treat border vegetation to the SWMF's Normal Water Level (NWL) including, but not limited to torpedograss, cattails and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired. CUSTOMER understands that during periods of prolonged drought, or due to a change in hydrological conditions, the SWMF's water level may fall below the NWL elevation. Treatment of border vegetation below the NWL will be coordinated between CUSTOMER and FLORIDA WATERWAYS and may result in a service surcharge.
- 7) CUSTOMER understands, that, for convenience, the annual service charge has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service.
- **8)** FLORIDA WATERWAYS, in implementing the IPM, will use methods that protect or restore fish and wildlife habitat. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system. When deemed necessary, FLORIDA WATERWAYS may plant and/or nurture certain variety of plants, which for various reasons, help to maintain ecological balance.
- **9)** FLORIDA WATERWAYS shall maintain the following insurance coverage: a) Automobile Liability; b) Comprehensive General Liability; c) comply with Florida's Workers Compensation Law (FSS Chapter 420) statutory limits.
- FLORIDA WATERWAYS agrees to hold CUSTOMER harmless from any loss, damage, or claims arising out of the sole negligence of FLORIDA WATERWAYS; however, FLORIDA WATERWAYS, shall in no event be liable to CUSTOMER, or others, for indirect special or consequential damages resulting from any cause whatsoever.
- 11) This Agreement may be terminated without cause by either party upon a 30 day written notice to the other party.
- 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, FLORIDA WATERWAYS may adjust the monthly recurring service charge amount after the original term. FLORIDA WATERWAYS will submit written notification to CUSTOMER thirty (30) days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, FLORIDA WATERWAYS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #11 above.
- Should CUSTOMER become sixty (60) days delinquent, FLORIDA WATERWAYS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly service charge even if the account is placed on hold. FLORIDA WATERWAYS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement. Monthly interest will accrue on delinquent accounts at a rate of 1.5% per month. Service may be reinstated once the entire past due balance has been received in full, including interest. Should it become necessary for FLORIDA WATERWAYS 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 attorney's fees (including those on appeal) and court costs, and all other expenses incurred by FLORIDA WATERWAYS resulting from such collection action.

7711 Owsley Ct, Jacksonville, FL 32219





#### **North Florida Office**

6950 Philips Highway Unit 24 Jacksonville, FL 32216 (904) 801–LAKE (5253)

# Lake & Pond Management

## **Services Overview**



FLORIDA WATERWAYS, INC.

Your Trusted Waterway Advisors

www.FloridaLake.com

#### PROVEN LAKE MANAGEMENT SOLUTIONS

Florida Waterways, Inc. is a State-wide environmental firm specializing in pond and lake management using solution focused, science-based approaches. Florida Waterways has a team of environmental professionals who specialize in multiple disciplines including: aquatic biology and ecology, limnology, entomology, soils, chemistry, sampling, and landscape sciences. Florida Waterways provides lake and pond management services for the North Florida Region, Central Florida Region and Tampa Bay Region.

Florida Waterways is a full-service lake management provider offering annual pond and lake maintenance programs, aeration and fountain system installation and design, fish stocking and fisheries management, algae and aquatic weed control, mitigation and wetland management, and water quality restoration services.



# THE FLORIDA WATERWAYS GUARANTEE

We put our money where our mouth is. When you purchase a service contract with the 100% Control Guarantee, we mean just that! Algae and nuisance vegetation are a thing of the past. We provide a cost quote and that is all you pay... regardless of whether it takes 2 applications or 10! Bar none, this is the best warranty in the business.



## Why Florida Waterways, Inc?

#### Licensed and Insured

Our Field Biologists are properly licensed with the Florida Department of Agriculture and Consumer Services for the services we offer and the locations we work in.

We carry General Liability Insurance, Automobile Insurance and Workers Compensation Coverage.

#### Knowledgeable

Florida Waterways has a team of environmental professionals who specialize in multiple disciplines including: aquatic biology and ecology, limnology, entomology, soils, chemistry, sampling, and landscape sciences.

#### Responsive

Immediate service when needed due to local concentration of professional staff.

#### **Equipped**

Our work takes us to some challenging environs. We've made the investment in a fleet of specialized equipment so we have the right tools for the job.

#### **Accredited**

As a company Florida Waterways is an Accredited Member of the Society of Lake Management Professionals, member of the Florida Lake Management Society, and the Florida Aquatic Plant Management Society.

Our staff consists of degreed environmental professionals, Clemson University Master Pond Managers and University of Florida | Florida Master Naturalists.







#### **ALGAE & AQUATIC WEED CONTROL**

- Control and maintenance of excessive algae
- Control and maintenance of nuisance aquatic weeds
- Control and maintenance of shoreline grasses and brush





Scheduled inspections and monitoring Management reporting Trash and debris removal



#### FLOATING FOUNTAIN DISPLAYS & AERATION SYSTEMS

Sales, service and installation of floating fountains and diffused bottom aeration systems. We carry top-tier manufactures with industry leading warranties for peace of mind. Bathymetric models of diffused bottom aeration systems to custom design systems specified for your unique waterway.









#### TRIPLOID GRASS CARP & FISHERIES MANAGEMENT

Triploid Grass Carp are effective for the biological control of aquatic weeds, but require a permit through FWC. As a condition of the permit, the stocked waterbody needs to have a method of fish containment, such as the use of a barrier. We design and fabricates the industry's best custom carp containment barriers out of welded aluminum construction.

Florida Waterways is a Freshwater Frog & Fish Dealer and an FWC Authorized Triploid Grass Carp Supplier.









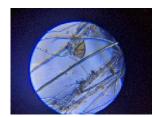
#### **WATER QUALITY MONITORING & CONSULTING**

Our team of experienced environmental professionals is available to help diagnose and determine the underlying conditions which may affect your waterway. We do mitigation planting and monitoring, bathymetry and sedimentation studies, water chemistry testing and monitoring and algae identification. By understanding the science behind the problems, we can provide you with cost effective solutions.













## **Governmental Management Services**

Serving Florida's New Communities

September 2, 2025

Daniel Laughlin Darby Community Development District 475 West Town Place, Suite 114 World Golf Village St. Augustine, Florida 32092

Re: Facility Management and Field Operations Management

Dear Daniel:

Please consider this proposal for Governmental Management Services to provide the following services for the Darby Community Development District:

<u>Services</u>	FY 2026 <u>Budget</u>	FY 2026 <u>Proposed Fee</u>
Facility Management (2 Days Per Week)	\$10,000	\$10,000
Field Operations Management (1 Day Per Week)	\$12,000	\$12,000

See Exhibit A for Scope of Services

The ownership and management at Governmental Management Services would like to thank the Board of Supervisors in advance for your consideration of our request to provide the outlined services for your community.

Sincerely,

**Alison Mossing** 

Alison Mossing

**Director of Amenity Management Services** 



## **Governmental Management Services**

Serving Florida's New Communities

#### Exhibit A

## Scope of Services

### **Facility Management**

- Greet residents entering the Amenity Center and address questions/concerns in a professional manner
- Must be familiar with and enforce Amenity Center rules and policies, including age verification for gym and pool usage
- Issue access cards to eligible residents after providing address verification and photo ID
- Manage the facility rental process by handling resident inquiries, maintaining schedule and collecting deposit and rental payment
- Communicate updates to residents via email blast and bulletin boards
- Conduct hourly rounds of the Amenity Center and pool deck to monitor usage, cleanliness and report any issues to the Field Operations Manager and/or District Manager
- Plan and execute special events
- Check pool chemicals daily and add to pool maintenance log
- Coordinate and meet vendors on site for services
- Attend monthly Board of Supervisors meetings and prepare Operations Reports for the agenda
- Various other tasks assigned by management

## Field Operations Management

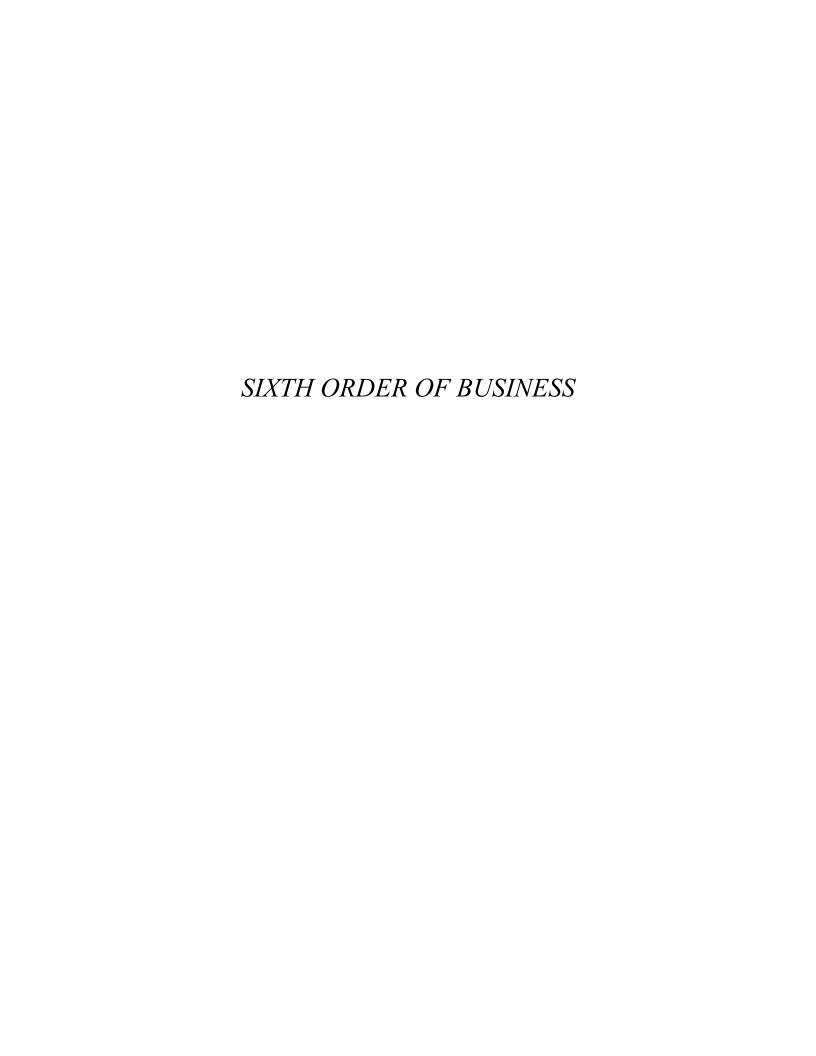
- Provide oversight of the landscape maintenance contractor
- Provide oversight of the lake maintenance contractor
- Provide oversight of all other maintenance contractors such as security, outside pest control, tree services, sidewalk repairs, road maintenance, FPL, site inspections, etc.
- Periodically inspect lakes, and structures for needed maintenance, issues, and repairs.
- Maintain and monitor the field operations Board of Supervisors adopted annual budget.
- Conduct onsite meetings with CDD service providers.
- Monitor all CDD field-related utility accounts.
- Provide Operations Memorandum for field-related activity to Board of Supervisors monthly agenda package one week before scheduled CDD meeting.
- Attend all District Board of Supervisor meetings with representation of CDD management activities
- Receive and respond to resident emails, and phone calls about CDD property-related issues.
- Prepare an Emergency Action Plan for significant weather events.



## **Governmental Management Services**

### Serving Florida's New Communities

- Oversee & assist maintenance personnel with CDD projects on site
- Provide oversight, proposals if needed of future capital projects.
- Maintain all the entry monuments and CDD signage, including outside contracting for repairs and pressure-washing as needed.
- Inspect & maintain all sunshade structures & sails, including outside contracting for repairs & pressure washing as needed.
- Perform lighting inspections for all district-owned interior and exterior lighting.
- Monitor all gates and doors for proper operating conditions.
- Monitor the pool decks, and outdoor pool furniture, obtain proposals for services and repair as needed.
- Maintain an aesthetically pleasing CDD community as possible within budget & approvals.



Wesley S. Haber, Esq. KUTAK ROCK LLP 107 West College Avenue Tallahassee, Florida 32301

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this 28th day of August, 2025, by **PLUMMER JV**, **LLC**, a Florida limited liability company, whose address for purposes hereof is 1000 Riverside Avenue, Suite 600, Jacksonville, Florida 32204 (hereinafter called the "grantor"), in favor of **DARBY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (hereinafter called the "grantee").

[Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

#### WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Duval County, Florida, further described in **Exhibit A.** Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

AND the Grantor hereby dedicates and assigns in perpetuity all easements owned by Grantor and shown, and not otherwise specifically dedicated, on the Plats referenced and defined on **Exhibit A.** 

Grantor represents that grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

**Note to Recorder:** This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from documentary stamp tax pursuant to Rule 12B-4.014, Florida Administrative Code.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered

"GRANTOR"

PLUMMER JV, LLC, a Florida limited liability company

By: CLDG Plummer Partners, LLC, a Florida limited liability company

Its: Operations Manager

Print Name: Michael O'Neal

Address: 1000 Riverside Ave, Suite 600

Jacksonville, FL 32204

Address: 1000 Riverside Ave, Suite 600

Jacksonville, FL 32204

Name: Christian Allen

Title: Manager

STATE OF FLORIDA COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this 28th day of August, 2025, by Christian Allen, as Manager of CLDG Plummer Partners, LLC, acting as Operations Manager of PLUMMER JV, LLC, a Florida limited liability company, on behalf of said company, who □ is personally known to me or □ produced as identification.

JUSTIN HUGH WESTMORELAND Notary Public - State of Florida Commission # HH 451598 My Comm. Expires Feb 3, 2028 Bonded through National Notary Assn. NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

#### Exhibit A Legal Description

TRACTS A, B, C, D, F, I, J, K, L, M, N, O, P, Q, R, S, AND T, AS SHOWN ON THE PLAT KNOWN AS KINGS PRESERVE PHASE 1A, RECORDED IN THE OFFICIAL RECORDS OF DUVAL COUNTY, FLORIDA AT PLAT BOOK 83, PAGES 21 THROUGH 32 ("PHASE 1A PLAT"),

#### TOGETHER WITH:

TRACTS A, B, C, AND D, AS SHOWN ON THE PLAT KNOWN AS KINGS PRESERVE PHASE 1B, RECORDED IN THE OFFICIAL RECORDS OF DUVAL COUNTY, FLORIDA AT PLAT BOOK 83, PAGES 33 THROUGH 39 ("PHASE 1B PLAT"),

#### TOGETHER WITH:

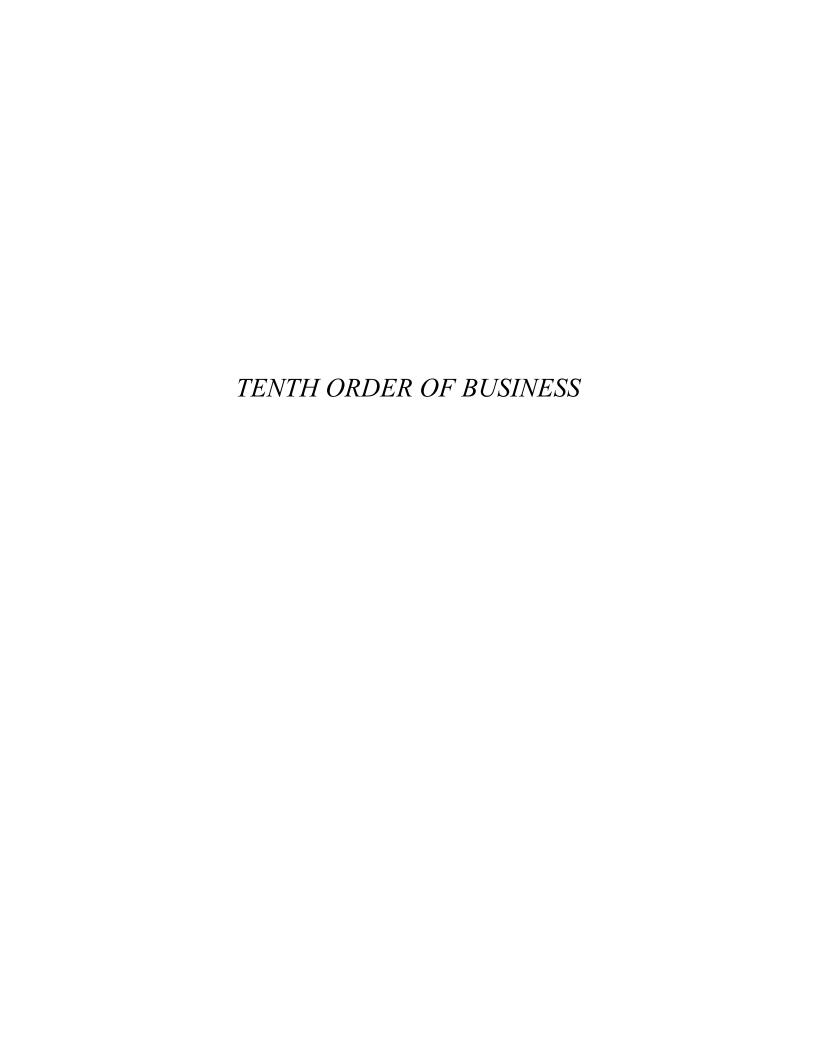
TRACTS A AND B, AS SHOWN ON THE PLAT KNOWN AS KINGS PRESERVE PHASE 1C, RECORDED IN THE OFFICIAL RECORDS OF DUVAL COUNTY, FLORIDA AT PLAT BOOK 83, PAGES 40 THROUGH 44 ("PHASE 1C PLAT"),

#### TOGETHER WITH:

TRACT A, AS SHOWN ON THE PLAT KNOWN AS KINGS PRESERVE PHASE 2A, RECORDED IN THE OFFICIAL RECORDS OF DUVAL COUNTY, FLORIDA AT PLAT BOOK 83, PAGES 169 THROUGH 174 ("PHASE 2A PLAT"),

#### TOGETHER WITH:

TRACTS A AND B, AS SHOWN ON THE PLAT KNOWN AS KINGS PRESERVE PHASE 2B, RECORDED IN THE OFFICIAL RECORDS OF DUVAL COUNTY, FLORIDA AT PLAT BOOK 84, PAGES 13 THROUGH 17 ("PHASE 2B PLAT," AND TOGETHER WITH THE PHASE 1A PLAT, PHASE 1B PLAT, PHASE 1C PLAT, AND PHASE 2A PLAT THE "PLATS").



Community Development District

**Unaudited Financial Reporting** 

July 31, 2025



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## Darby Community Development District Combined Balance Sheet July 31, 2025

	General Fund	24 A1 Debt ervice Fund	024 A2 Debt Service Fund	Capital Project Fund		Totals Governmental Funds		
Assets:								
Cash:								
Operating Account	\$ 45,736	\$ -	\$ -	\$	-	\$	45,736	
Accounts Receivable	-	-	-		-		· .	
Due from Other	-						_	
Due from General Fund	-	-	-		-		-	
Due from Developer	_	-	-		_		_	
Due from Debt Service	_	_	-		_		_	
Investments:								
Custody Account (US Bank)	75,555						75,555	
Series 2024								
Reserve A1	-	258,066	-		-		258,066	
Reserve A2	-	-	483,219				483,219	
Cap Interest A1	-	_	_		_		-	
Cap Interest A2		_	_				_	
Revenue	_	91,447	_		_		91,447	
Prepayment A2	_		1,317,943		_		1,317,943	
Interest A1	_	62	-		_		62	
Interest A2	_	-	21,324		_		21,324	
Acquisiton and Construction			21,524		19,125		19,125	
Recreational Improvements	_				1,602,225		1,602,225	
-	2,328	-	-		1,002,223		2,328	
Prepaid Expenses		-	-		-		•	
Deposits	1,220	-	-		-		1,220	
Total Assets	\$ 124,839	\$ 349,575	\$ 1,822,485	\$	1,621,349	\$	3,918,249	
Liabilities:								
Accounts Payable	\$ 3,805	\$ -	\$ -	\$	-	\$	3,805	
Due to Debt Service	-	-	-		-		-	
Due to General Fund	-	-	-		-		-	
Total Liabilites	\$ 3,805	\$ -	\$ -	\$	-	\$	3,805	
Fund Balance:								
Nonspendable:								
Prepaid Items	\$ 2,328	\$ -	\$ -	\$	-	\$	2,328	
Restricted for:								
Debt Service - Series	-	349,575	1,822,485		-		2,172,060	
Capital Project - Series	-	-	-		1,621,349		1,621,349	
Unassigned	117,486	-	-		-		117,486	
Total Fund Balances	\$ 121,034	\$ 349,575	\$ 1,822,485	\$	1,621,349	\$	3,914,444	

### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 07/31/25	Thr	u 07/31/25	V	ariance
Revenues:							
Special Assessments - Direct Bill	\$ 219,875	\$	180,283	\$	180,283	\$	-
Developer Contributions	113,278		5,200		5,200		-
Interest Income	-		-		802		802
Other Income	-		-		-		-
Total Revenues	\$ 333,153	\$	185,483		\$186,285	\$	802
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 12,000	\$	-	\$	-	\$	-
FICA Expense	918		-		-		-
Engineering	12,000		10,000		2,552		7,448
Attorney	25,000		20,833		4,067		16,766
Annual Audit	3,300		3,300		5,300		(2,000)
Assessment Administration	7,500		-		-		-
Arbitrage Rebate	600		-		-		-
Trustee Fees	4,600		4,600		4,781		(181)
Management Fees	47,700		39,750		39,750		-
Dissemination Agent	7,500		6,250		6,250		-
nformation Technology	1,908		1,590		1,590		-
Vebsite Maintenance	1,272		1,060		1,060		-
Celephone	500		417		45		372
Postage & Delivery	1,500		1,250		25		1,225
nsurance General Liability	5,500		5,500		5,200		300
Printing & Binding	1,200		1,000		38		962
Legal Advertising	5,000		4,167		1,175		2,992
Other Current Charges	1,200		1,000		223		777
Office Supplies	1,000		833		1		832
Dues, Licenses & Subscriptions	175		175		175		-
otal General & Administrative	\$ 140,373	\$	101,725	\$	72,233	\$	29,492
Operations & Maintenance:							
andscape Maintenance	\$ 35,000	\$	3,120	\$	3,120	\$	-
andscape Contingency	10,000	•	1,560	-	1,560	-	-
ake Maintenance	7,000		-		-		-
ield Operations Management	12,000		-		-		-
Repairs & Maintenance	13,000		-		-		-
rrigation Repairs	4,000		-		-		-
Electric	35,000		-		-		-
Vater/Sewer/Irrigation	15,000		2,287		2,287		-
Fotal Operations & Maintenance	\$ 131,000	\$	6,967	\$	6,967	\$	-

### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 07/31/25	Thr	u 07/31/25	1	/ariance
Amenity Maintenance							
Insurance	\$ 25,000	\$	-	\$	-	\$	-
Facility Management	10,000		-		-		-
Pool Maintenance	6,000		-		-		-
Pool Chemicals	5,000		-		-		-
Pool Permits	530		-		-		-
Cable	2,200		-		-		-
Janitorial	6,300		-		-		-
Facility Maintenance	5,000		-		-		-
Pest Control	1,000		-		-		-
Refuse	750		-		-		-
Total Amenity Maintenance	\$ 61,780	\$	-	\$	-	\$	-
TOTAL EXPENDITURES	\$ 333,153	\$	108,692	\$	79,200	\$	29,492
Excess (Deficiency) of Revenues over Expenditures	\$	\$	76,791	\$	107,084	\$	(28,691)
Fund Balance - Beginning	\$ -			\$	13,950		
Fund Balance - Ending	\$ -			\$	121,034		

## Community Development District Month to Month

	0ct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - On Roll	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Special Assessments - Direct Bill		55,754		13,021	1,796	14,368	70,651	8,755	14,817	1,122			180,283
Developer Contributions	5,200	-	-	-	-	-	-	-	-	-	-	-	5,200
Interest Income	-	-	-	-	-	-	-	181	267	354	-	-	802
Total Revenues	\$ 5,200 \$	55,754 \$	- \$	13,021 \$	1,796 \$	14,368 \$	70,651 \$	8,936 \$	15,084 \$	1,476 \$	- \$	- \$	186,285
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
FICA Expense	-	-	-	-	-	-	-	-	-	-	-	-	
Engineering	230	-	-	119	908	-	1,296	-	-	-	-	-	2,552
Attorney	250	72	432	349	-	-	720	1,671	574	-	-	-	4,067
Annual Audit	-	-	=	-	-	-	5,300	-	-	-	-	-	5,300
Trustee Fees	-	_	-	_	3,906	-	875	-	_	-	-	_	4,781
Management Fees	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	3,975	_	_	39,750
Dissemination Agent	625	625	625	625	625	625	625	625	625	625	_	-	6,250
Information Technology	159	159	159	159	159	159	159	159	159	159	_	_	1,590
Website Maintenance	106	106	106	106	106	106	106	106	106	106	_	_	1,060
Telephone	100	3	18	4	5	3	2	100	6	5	-	-	45
Postage & Delivery	-	1	1	6	- -	1	3	1	5	8	-	-	25
	1		1	О	-	1	3	1	-	0	-	-	
Insurance General Liability	5,200	-			_	-	-				-	-	5,200
Printing & Binding	-	0	0	6	5	10	0	1	11	4	-	-	38
Legal Advertising	-	80	-	79	79	79	-	162	569	128	-	-	1,175
Other Current Charges	5	24	-	-	9	19	30	35	44	58	-	-	223
Office Supplies	0	0	0	0	-	0	0	0	0	0	-	-	1
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 10,726 \$	5,044 \$	5,316 \$	5,428 \$	9,776 \$	4,977 \$	13,091 \$	6,733 \$	6,073 \$	5,068 \$	- \$	- \$	72,233
Operations & Maintenance:													
Landscape Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	780 \$	780 \$	1,560 \$	- \$	- \$	3,120
Landscape Contingency	-	-	-	-	-	-	1,560	-	-	-	-	-	1,560
Lake Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Operations Management	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	-	-	=	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs	-	-	=	-	-	-	-	-	-	-	-	-	
Electric	_	-	-	_	-	-	_	_	_	_	_	-	_
Water/Sewer/Irrigation	-	=	=	=	=	-	-	646	930	712	-	-	2,287
Total Operations & Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	1,560 \$	1,426 \$	1,710 \$	2,272 \$	- \$	- \$	6,967
Amenity Maintenance													
Insurance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Facility Management	-	- '	-		- '	-	-	-	_		- '	-	_
Pool Maintenance	_	_	-	_	_	-	-	_	_	_	_	-	_
Pool Chemicals	_	_	-	_	_	-	-	_	_	_	_	-	_
Pool Permits	_	-	-	-	-	_	_	_	_	-	_	-	
Cable	_	_	_	_	_	_	_	_	_	_	_	_	_
Janitorial	-	-	-	-	-	_		-	-	-	-	-	-
Facility Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
· · · · · ·	-	-	-	-	-	-	-	-	-	-	-	-	
Pest Control	-	-	=	-	-	-	-	-	-	-	-	=	-
Refuse	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Amenity Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Excess (Deficiency) of Revenues over Expenditures	\$ (5,526) \$	50,710 \$	(5,316) \$	7,593 \$	(7,981) \$	9,390 \$	56,000 \$	776 \$	7,301 \$	(5,864) \$	- \$	- \$	107,084

### **Community Development District**

### **Debt Service Fund Series 2024 - A1**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 07/31/25	Thr	u 07/31/25	Variance	
Revenues:							
Special Assessments - Direct Bill	\$ 258,137	\$	173,478	\$	173,478	\$	-
Interest Income	2,500		2,083		12,668		10,585
Prepayments	-		-		(2,022)		
Total Revenues	\$ 260,637	\$	175,561	\$	184,124	\$	10,585
Expenditures:							
Interest - 11/1	\$ 103,781	\$	103,781	\$	103,781	\$	-
Interest - 5/1	103,781		103,781		103,781		-
Principal - 5/1	50,000		50,000		50,000		-
Total Expenditures	\$ 257,563	\$	257,563	\$	257,563	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ 3,074	\$	(82,001)	\$	(73,438)	\$	10,585
Other Financing Sources/(Uses):							
Transfer In	-		-	\$	60,973		60,973
Transfer Out	-		-		(15,707)		(15,707)
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	45,266	\$	45,266
Net Change in Fund Balance	\$ 3,074	\$	(82,001)	\$	(28,172)	\$	55,851
Fund Balance - Beginning	\$ 103,781			\$	377,747		
Fund Balance - Ending	\$ 106,855			\$	349,575		

### **Community Development District**

#### **Debt Service Fund Series 2024-A2**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pro	rated Budget		Actual	
	Budget	Thr	ru 07/31/25	Th	ru 07/31/25	Variance
Revenues:						
Special Assessments - Tax Roll	\$ 573,658	\$	-	\$	-	\$ -
Interest Income	5,000		5,000		54,144	49,144
Prepayments	-		-		3,671,854	3,671,854
Total Revenues	\$ 578,658	\$	5,000	\$	3,725,998	\$ 3,720,998
Expenditures:						
Interest - 11/1	\$ 286,847	\$	286,847	\$	286,847	\$ -
Special Call - 11/1	-		-		1,115,000	(1,115,000)
Interest - 2/1	-		-		6,242	(6,242)
Special Call - 2/1	-		-		425,000	(425,000)
Interest - 5/1	286,847		286,847		241,609	45,237
Special Call - 5/1	-		-		1,740,000	(1,740,000)
Total Expenditures	\$ 573,694	\$	573,694	\$	3,814,698	\$ (3,241,005)
Excess (Deficiency) of Revenues over Expenditures	\$ 4,964	\$	(568,694)	\$	(88,700)	\$ 479,993
Other Financing Sources/(Uses):						
Transfer In	\$ _	\$	_	\$	1,271	\$ 1,271
Transfer Out	-		-		(95,527)	(95,527)
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	(94,256)	\$ (94,256)
Net Change in Fund Balance	\$ 4,964	\$	(568,694)	\$	(182,956)	\$ 385,737
Fund Balance - Beginning	\$ 289,847			\$	2,005,441	
Fund Balance - Ending	\$ 294,811			\$	1,822,485	

## **Community Development District**

### **Capital Projects Fund**

## Statement of Revenues, Expenditures, and Changes in Fund Balance

		2024A
	Th	ru 07/31/25
Revenues		
Interest Income	\$	187,307
Total Revenues	\$	187,307
Expenditures:		
Capital Outlay - Acquisiton and Construciton	\$	5,748,769
Cost of Issuance		-
Underwriter's Discount		-
Capital Outlay - Recreation Improvements		-
Total Expenditures	\$	5,748,769
Excess (Deficiency) of Revenues over Expenditures	\$	(5,561,462)
Other Financing Sources/(Uses)		
Transfer In		48,990
Total Other Financing Sources (Uses)	\$	48,990
Net Change in Fund Balance	\$	(5,512,472)
Fund Polongo Paginning	\$	7 122 021
Fund Balance - Beginning	\$	7,133,821
Fund Balance - Ending	\$	1,621,349

## Darby COMMUNITY DEVELOPMENT DISTRICT

#### Special Assessment Revenue Bonds, Series 2024

**Construction Account** 

Date Paid	REQ#	Contractor	Description	Requisition
2/20/24	1	Plummer JV LLC	Earthwork and Offsite Improvements	\$ 4,051,668.5
			Payment for legal fees related to bond validation and acquisition of capital improvements	
6/20/24	2	Kutak Rock	Invoice #3292729.	13,997.
8/6/24	3	Kutak Rock	Project Construction -Feb24 Invoice #3381619	1,042.0
9/13/24	4	Plummer JV LLC	JEA Retainage	480,147.
0/11/24	5	Kutak Rock	Project Construction -Jul24 Invoice #3453895	1,251.0
3/3/25	6	Plummer JV LLC	Acquisition of Ph1 Roadway, Drainage, and Utility Improvements	5,746,316.9
	7	Kutak Rock	Project Construction -Nov24 thru Apr25	5,668.0
7/2/25	8	Connelly & Wicker LLC	Engineering SJRWMD permit transfer work/requisitions	1,201.2
		TOTAL		\$ 10,301,292.7
			Project (Construction) Fund at 2/29/24	\$ 9,938,469.
			Interest Earned and Transfer thru 07/31/25	311,418.
			Transfer from COI	15,870.
			Transfer from Debt Service	48,990.
			Outstanding Requistions	5,668.
			Requisitons Paid thru 07/31/25	(10,301,292.

## Darby COMMUNITY DEVELOPMENT DISTRICT

#### Special Assessment Revenue Bonds, Series 2024

Recreational Improvements Account

Date Paid	REQ#	Contractor	Description	Requisition
		TOTAL		\$ -
			Project (Construction) Fund at 2/29/24 Interest Earned and Transfer thru 07/31/25 Outstanding Requistions Requisitons Paid thru 07/31/25	\$ 1,500,000.00 102,224.70 - -
		Remaining Project (Construction) Fund		\$ 1,602,224.70

## DARBY COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2025 Assessments Receipts Summary

ASSESSED	# O&M UNITS	SERIES 2024-1	SERIES 2024PH3-1	FY25 O&M	
	ASSESSED	DEBT ASSESSED	DEBT ASSESSED	ASSESSED	TOTAL ASSESSED
LENNAR HOMES	10	9,236.40	-	4,489.90	13,726.30
MERITAGE HOMES	27	20,504.76	-	12,122.73	32,627.49
PLUMMER JV LLC	705	228,323.59	-	203,261.64	431,585.23
TOTAL DIRECT INVOICES (1) (2)	742	258,064.75	-	219,874.27	477,939.02
ASSESSED REVENUE TAX ROLL	0	-	-	-	-
TOTAL ASSESSED	742	258,064.75	-	219,874.27	477,939.02

DUE / RECEIVED		SERIES 2024-1	SERIES 2024PH3-1		
	BALANCE DUE	DEBT RECEIVED	DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
LENNAR HOMES	3,694.56	5,541.84	=	4,489.90	10,031.74
MERITAGE HOMES	19,560.59	8,128.01	=	4,938.89	13,066.90
PLUMMER JV LLC	87,845.85	171,538.19	-	172,201.19	343,739.38
TOTAL DIRECT RECEIVED	111,101.00	185,208.04	-	181,629.98	366,838.02
TAX ROLL DUE / RECEIVED	-	-	-	-	-
TOTAL DUE / RECEIVED	111,101.00	185,208.04	0.00	181,629.98	366,838.02

<sup>(1)</sup> D/S Direct Assessments are due: 60% due 4/1/25 and 40% due 9/1/25

<sup>(2)</sup> O&M is due 25% by 10/1/24, 1/1/25, 4/1/25, 7/1/25

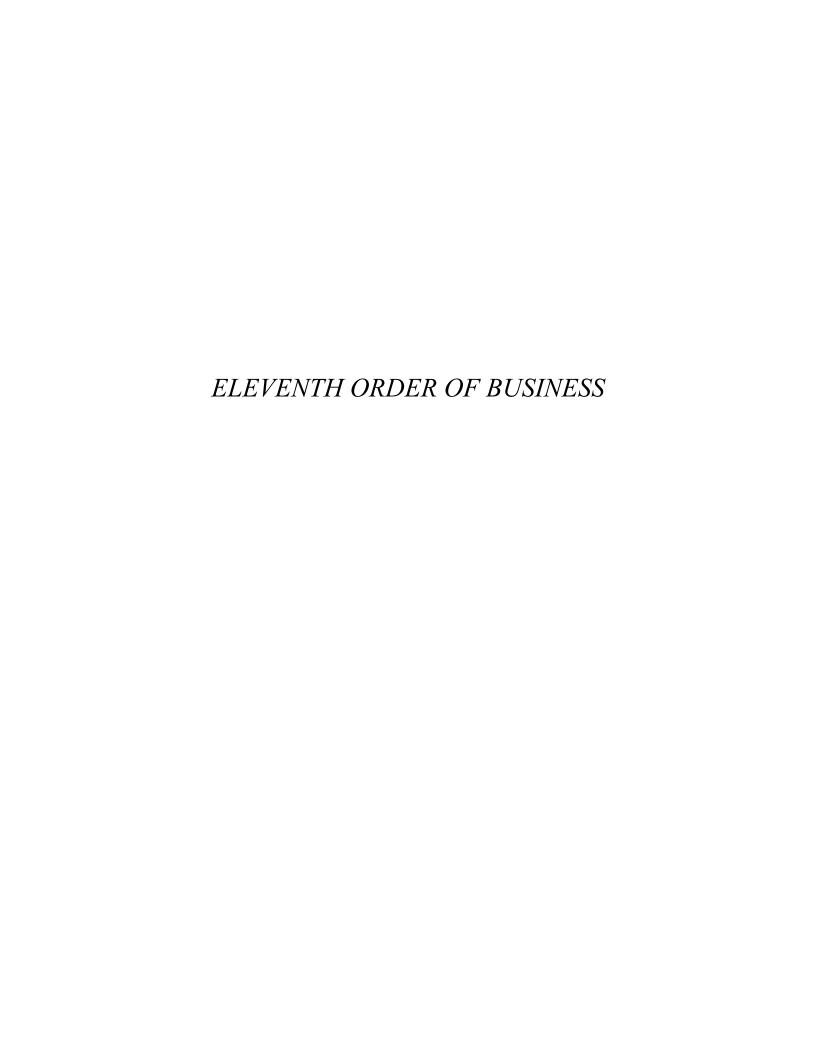
<sup>(3)</sup> Series 2024-2 and 2024PH3-2 Bonds are to be paid off at closing and are invoiced semi-annually for remaining interest due

## **Community Development District**

## Long Term Debt Report

Series 2024 A-1, Special Asses	sment Revenue Bonds
Original Issue Amount:	\$3,620,000
Interest Rate:	4.8% - 6.0%
Maturity Date:	5/1/2054
Reserve Fund Definition	Max Annual Debt Service
Reserve Fund Requirement	\$258,066
Reserve Fund Balance	258,066
Bonds Outstanding: 2/9/24	\$3,620,000
Less: Principal Payment - 5/1/25	(\$50,000)
Current Bonds Outstanding	\$3,570,000

Series 2024 A-2, Special Assessm	ent Revenue Bonds
Original Issue Amount:	\$9,765,000
Interest Rate:	5.88%
Maturity Date:	5/1/2035
Reserve Fund Definition	Max Annual Debt Service
Reserve Fund Requirement	483,219
Reserve Fund Balance	483,219
Bonds Outstanding: 2/9/24	\$9,765,000
Less: November 1, 2024 (Prepayment)	(\$1,115,000)
Less: February 1, 2025 (Prepayment)	(\$425,000)
Less: May 1, 2025 (Prepayment)	(\$1,740,000)
Current Bonds Outstanding	\$6,485,000



# Darby COMMUNITY DEVELOPMENT DISTRICT

## Fiscal Year 2025

## Check Register

Date	check#'s	Amount
4/1/2025 - 4/30/2025	65-67	\$6,199.48
5/1/2025 - 5/31/2025	68-70	10,245.47
6/1/2025 - 6/30/2025	71-72	4,969.13
7/1/2025 - 7/31/2025	73-81	10,833.50
	TOTAL	\$32,247.58

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 8/28/25 PAGE 1
\*\*\* CHECK DATES 04/01/2025 - 07/31/2025 \*\*\* DARBY - GENERAL FUND

AAA CHECK DAIES	04/01/2025 - 07/31/2025 *** DARBY - GENERAL F BANK A DARBY - GE	NERAL FUND		
CHECK VEND# DATE	INVOICEEXPENSED TO VE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS			CHECK AMOUNT #
4/01/25 00003	3/27/25 25-01572 202503 310-51300-48000 3/27 NTC OF MTG  JACKSONVILLE D 4/01/25 23 202504 310-51300-34000	*	79.00	
	JACKSONVILLE D	AILY RECORD		79.00 000065
4/09/25 00001	4/01/25 23 202504 310-51300-34000 APR MANAGEMENT FEES	*	3,975.00	
	4/01/25 23 202504 310-51300-35300 APR WEBSITE ADMIN	*	106.00	
	4/01/25 23 202504 310-51300-35100 APR INFO TECH	*	159.00	
	4/01/25 23 202504 310-51300-31300 APR DISSEM AGENT SRVCS	*	625.00	
	4/01/25 23 202504 310-51300-51000 OFFICE SUPPLIES	*	.12	
	4/01/25 23 202504 310-51300-42000	*	2.76	
	POSTAGE 4/01/25 23 202504 310-51300-42500	*	.45	
	COPIES 4/01/25 23 202504 310-51300-41000	*	2.15	
	TELEPHONE GOVERNMENTAL M	ANAGEMENT SRVCS LLC		4,870.48 000066
4/25/25 00009	4/07/25 7704831 202504 310-51300-32300	*	500.00	
	ACCEPTANCE FEE 4/07/25 7704831 202504 310-51300-32300	*	375.00	
	FY25 TRUSTEE FEES 4/07/25 7704831 202504 300-15500-10000 FY26 TRUSTEE FEES	*	375.00	
	US BANK			1,250.00 000067
5/13/25 00001	5/01/25 24 202505 310-51300-34000 MAY MANAGEMENT FEES	* * *	3,975.00	
	5/01/25 24 202505 310-51300-35300 MAY WEBSITE ADMIN	*	106.00	
	5/01/25 24 202505 310-51300-35100 MAY INFO TECH	*	159.00	
	5/01/25 24 202505 310-51300-31300 MAY DISSEM AGENT SRVCS	*	625.00	
	5/01/25 24 202505 310-51300-51000	*	.03	
	OFFICE SUPPLIES 5/01/25 24 202505 310-51300-42000	*	.69	
	POSTAGE 5/01/25 24 202505 310-51300-42500	*	.75	
	COPIES GOVERNMENTAL M	ANAGEMENT SRVCS LLC		4,866.47 000068

DARB DARBY CDD BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 8/28/25 PAGE 2
\*\*\* CHECK DATES 04/01/2025 - 07/31/2025 \*\*\* DARBY - GENERAL FUND

*** CHECK DATES	04/01/2025 - 07/31/2025 *** DARBY - GENERAL FUND BANK A DARBY - GENERAL FUND			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
5/13/25 00007	AUDIT FYE 09/30/2024	*	,	
	GRAU & ASSOCIATES			5,300.00 000069
5/13/25 00003	5/01/25 25-02241 202505 310-51300-48000 5/13 NTC OF MTG	*	79.00	
	JACKSONVILLE DAILY RECORD			79.00 000070
6/06/25 00003	5/29/25 25-02868 202505 310-51300-48000	*	82.50	
	6/10 NTC OF BOS MTG  JACKSONVILLE DAILY RECORD			82.50 000071
6/16/25 00001	6/01/25 25 202506 310-51300-34000 JUN MANAGEMENT FEES	*	3,975.00	
	6/01/25 25 202506 310-51300-35300	*	106.00	
	JUN WEBSITE ADMIN 6/01/25 25 202506 310-51300-35100 JUN INFO TECH	*	159.00	
	6/01/25 25 202506 310-51300-31300	*	625.00	
	JUN DISSEM AGENT SRVCS 6/01/25 25 202506 310-51300-51000 OFFICE SUPPLIES	*	.39	
	6/01/25 25 202506 310-51300-42000 POSTAGE	*	4.57	
	6/01/25 25 202506 310-51300-42500 COPIES	*	11.10	
	6/01/25 25 202506 310-51300-41000	*	5.57	
	TELEPHONE GOVERNMENTAL MANAGEMENT SRVC	CS LLC		4,886.63 000072
7/10/25 00011	4/30/25 14751 202504 320-57200-46200 MOW KINGS PRESERVE COMMON	*	1,560.00	
	CORE OUTDOORS LLC			1,560.00 000073
	6/12/25 15501 202505 320-57200-46100	*	780.00	
	CORE OUTDOORS LLC			780.00 000074
7/10/25 00011	6/12/25 15502 202506 320-57200-46100	*	780.00	
	CORE OUTDOORS LLC			780.00 000075
7/10/25 00001	JUN MAINTENANCE-50% DISC  CORE OUTDOORS LLC  7/01/25 26 202507 310-51300-34000  JUL MANAGEMENT FEES	*	3,975.00	
	7/01/25 26 202507 310-51300-35300 JUL WEBSITE ADMIN	*	106.00	

DARB DARBY CDD BPEREGRINO

AP300R		YEAR-TO-DATE ACCOU	NTS PAYAE	LE PREPAID/COMPUTER	CHECK REGISTER	RUN	8/28/25	I	PAGE	3
*** CH	ECK DATES 04/01/2025 - 07/31/20:	25 *** DARBY	- GENERAL	FUND						
		D 7 NTZ 7	עממגמ	CENTED AT EITHE						

""" CHECK DATES		ARBY - GENERAL FUND ANK A DARBY - GENERAL FUND			
	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	7/01/25 26 202507 310-51300-	35100	*	159.00	
	JUL INFO TECH 7/01/25 26 202507 310-51300-	31300	*	625.00	
	JUL DISSEM AGENT SRVCS 7/01/25 26 202507 310-51300-	51000	*	.03	
	OFFICE SUPPLIES 7/01/25 26 202507 310-51300-	42000	*	8.46	
	POSTAGE 7/01/25 26 202507 310-51300-	42500	*	3.75	
	COPIES 7/01/25 26 202507 310-51300-	41000	*	4.81	
	TELEPHONE	GOVERNMENTAL MANAGEMENT SRVC	S LLC		4,882.05 000076
7/10/25 00003	6/26/25 25-03483 202506 310-51300-	48000	*	569.00	
	NOI. PH/BUDGEI/BOS MEEI	JACKSONVILLE DAILY RECORD			569.00 000077
7/10/25 00003	7/03/25 25-03606 202507 310-51300- NOT. PH/BUDGET/BOS MEET	48000	*	128.00	
	NOI. PH/BUDGE1/BUS MEE1	JACKSONVILLE DAILY RECORD			128.00 000078
7/10/25 00005	6/30/25 3584674 202504 310-51300- APR GENERAL COUNSEL		*	719.50	
		KUTAK ROCK LLP			719.50 000079
	2/25/25 24010062 202501 310-51300- JAN ENGINEERING SERVICES		*	118.75	
		CONNELLY & WICKER LLC			118.75 000080
7/10/25 00008	5/20/25 24010062 202504 310-51300-	31100		1,296.20	
	APR ENGINEERING SERVICES	CONNELLY & WICKER LLC			1,296.20 000081
			BANK A	32,247.58	
		TOTAL FOR	REGISTER	32,247.58	

DARB DARBY CDD

BPEREGRINO

# A Division of Daily Record & Observer, LLC

P.O. Box 1769 Jacksonville, FL 32201 (904) 356-2466

#### **INVOICE**

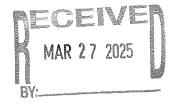
March 27, 2025

Date

check or remittance advice.

Attn: Sarah Sweeting GMS, LLC 475 West Town Place, Ste 114 Saint Augustine

FL 32092



Serial # 25-01572D PO/File #	\$79.00
	Payment Due
Notice of Meeting	·
·	\$79.00
	Publication Fee
Darby Community Development District	
	1 Add Section Control of the Control
Case Number	Amount Paid
Publication Dates 3/27	Payment Due Upon Receipt
	For your convenience, you
County Duval	may remit payment online at www.jaxdailyrecord.com/ send-payment.
Payment is due before	If your payment is being
the Proof of Publication	mailed, please reference
is released.	Serial # 25-01572D on your

 $Your \ notice \ was \ published \ on \ both \ \emph{jax daily record. com} \ and \ \emph{florida public notices. com}.$ 

#### **Preliminary Proof Of Legal Notice** (This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

NOTICE OF MEETING

DARBY COMMUNITY
DEVELOPMENT DISTRICT
A Meeting of the Board of
Supervisors (the "Board") of the
Darby Community Development
District is scheduled to be held on Tuesday, April 8, 2025, at 10:30 a.m. located at 1000 Riverside Ave., Suite 600, Jacksonville, FL 32204.

The meeting is open to the public and will be conducted in accorhe and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Placeida, 32002 (and phana (1904)). Florida 32092 (and phone (904) 940-5850). The meeting may be continued to a date, place and time certain, to be announced at the meeting. There may be occa-sions when one or more Supervi-

sors will participate by telephone.

Any person requiring special accommodations at the meeting because of a disability or physi-cal impairment should contact the District Manager at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in con-tacting the District Office.

Each person who decides to appeal any action taken at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evi-dence upon which such appeal is to be based.

Daniel Laughlin District Manager 00 (25-01572D) Mar. 27

#### **Governmental Management Services, LLC**

475 West Town Place, Suite 114 St. Augustine, FL 32092

## Invoice

Invoice #: 23 Invoice Date: 4/1/25

Due Date: 4/1/25

Case:

P.O. Number:

#### Bill To:

Darby CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - April 2025 Website Administration - April 2025 Information Technology - April 2025 Dissemination Agent Services - April 2025 Office Supplies		3,975.00 106.00 159.00 625.00 0.12	3,975.00 106.00 159.00 625.00 0.12
Postage Copies Telephone	Andrewski (1905) by sta	2.76 0.45 2.15	2.76 0.45
APR 03 2025			

Total	\$4,870.48
Payments/Credits	\$0.00
Balance Due	\$4,870.48



Corporate Trust Services EP-MN-WN3L 60 Livingston Ave. St. Paul, MN 55107

Invoice Number: Account Number: Invoice Date: Direct Inquiries To: Phone:

7704831 292324000 04/07/2025 Schuhle, Scott A (954)-938-2476

**Darby Community Development District** Attn c/o GMS North Florida LLC 475 West Town Place Suite 114 St. Augustine, FL 32092 **United States** 

Darby Community Development District Custody Account (General Fund)

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

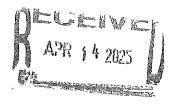
STATEMENT SUMMARY

#### PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$1,250.00

All invoices are due upon receipt.



Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

Darby Community Development District Custody Account (General Fund)

Involce	Nur	iber.			7704831
Accou	nt Nu	nber		20	2324000
Currer	it Due			4	1,250.00
Direct	inauir	ies To		Schurle	Scott A
Phone				(954)-	938-2476
31000013		144-144-44	11.00		e indicional de la citada de la c

Wire Instructions: U.S. Bank ABA # 091000022 Acct # 1-801-5013-5135 Trust Acct # 292324000 Invoice # 7704831 Attn: Fee Dept St. Paul

Please mail payments to: U.S. Bank CM-9690 PO BOX 70870 St. Paul, MN 55170-9690





Corporate Trust Services EP-MN-WN3L 60 Livingston Ave, St. Paul, MN 65107

**Darby Community Development District Custody** Account (General Fund)

Invoice Number: Invoice Date: Account Number: Direct Inquiries To: Phone:

7704831 04/07/2025 292324000 Schuhle, Scott A (954)-938-2476

Accounts Included 292324000

In This Relationship:

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
01010 Acceptance Fee	500,00	1,00		\$500.00
Subtotal Acceptance Fees				\$500.00
04280 Administration	1.00	750.00	100.00%	\$750.00
Subtotal Administration Fees - In Adva	nce 04/01/2025 - 03/31/2026			\$750.00
TOTAL AMOUNT DUE				\$1,250.00



### **Governmental Management Services, LLC**

475 West Town Place, Suite 114 St. Augustine, FL 32092

## Invoice

Invoice #: 24

Invoice Date: 5/1/25 Due Date: 5/1/25

Case:

P.O. Number:

**Balance Due** 

\$4,866.47

#### Bill To:

Darby CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

MAY 07 2025  BY:			
Copies		0.75	0.75
Information Technology - May 2025 Dissemination Agent Services - May 2025 Office Supplies Postage		625.00 0.03 0.69	625.00 0.03 0.69
Management Fees - May 2025 Website Administration - May 2025	per en en	3,975.00 106.00 159.00	3,975.00 106.00 159.00

#### **Grau and Associates**

1001 W. Yamato Road, Suite 301 Boca Raton, FL 33431 www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

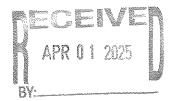
Darby Community Development District 475 West Town Place, Suite 114 St. Augustine, FL 32092

Invoice No.

27170

Date

04/01/2025



 SERVICE
 AMOUNT

 Audit FYE 09/30/2024
 \$ 5,300.00

 Current Amount Due
 \$ 5,300.00

# A Division of Daily Record & Observer, LLC

P.O. Box 1769 Jacksonville, FL 32201 (904) 356-2466

#### **INVOICE**

May 1, 2025

Date

Attn: Sarah Sweeting GMS, LLC 475 West Town Place, Ste 114

Saint Augustine FL

FL 32092



Serial# 25-02241D	PO/File #	\$79.00
		Payment Due
Notice of Meeting		\$79.00
Darby Community Develo	pment District	Publication Fee
Case Number		Amount Paid
Publication Dates 5/1		Payment Due Upon Receipt
County Duval		For your convenience, you may remit payment online at www.jaxdailyrecord.com/ send-payment.
Payment is due be the Proof of Public is released.		If your payment is being mailed, please reference Serial # 25-02241D on your check or remittance advice.

Your notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

#### **Preliminary Proof Of Legal Notice** (This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

NOTICE OF MEETING DARBY COMMUNITY DEVELOPMENT DISTRICT

A Meeting of the Board of Supervisors (the "Board") of the oupervisors (the "Board") of the Darby Community Development District is scheduled to be held on Tuesday, May 13, 2025, at 10:30 a.m. located at 1000 Riverside Ave., Suite 600, Jacksonville, FL 32204.

32204.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Management of the Town Place Suita 14 er, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (and phone (904) 940-5850). The meeting may be continued to a date, place and time certain, to be announced at the meeting. Their may be occur the meeting. There may be occa-sions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at the meeting accommodations at the meeting because of a disability or physi-cal impairment should contact the District Manager at (904) 940-5850 at least two calendar days

5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is dence upon which such appeal is to be based.

Daniel Laughlin District Manager 00 (25-02241D)

May 1

# A Division of Daily Record & Observer, LLC

P.O. Box 1769 Jacksonville, FL 32201 (904) 356-2466

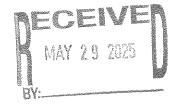
#### INVOICE

May 29, 2025

Date

Attn: Sarah Sweeting GMS, LLC 475 West Town Place, Ste 114 Saint Augustine

FL 32092



Serial # 25-02868D PO/File #	\$82.50
DOLLAR II	Payment Due
Notice of Meeting	
	\$82.50
Darby Community Development District	Publication Fee
Case Number	Amount Paid
Publication Dates 5/29	Payment Due Upon Receipt
County Duval	For your convenience, you may remit payment online at www.jaxdailyrecord.com/ send-payment.
Payment is due before the Proof of Publication is released.	If your payment is being mailed, please reference Serial # 25-02868D on your

#### **Preliminary Proof Of Legal Notice** (This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

#### NOTICE OF MEETING DARBY COMMUNITY DEVELOPMENT DISTRICT

COMMUNITY
DEVELOPMENT DISTRICT
A Meeting of the Board of
Supervisors (the "Board") of the
Darby Community Development
District is scheduled to be held on
Tuesday, June 10, 2025, at 10:30
a.m. located at 1000 Riverside
Ave., Suite 600, Jacksonville,
FL 32204.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114,
World Golf Village, St. Augustine,
Florida 32092 (and phone (904)
940-5850). The meeting may be continued to a date, place and time certain, to be announced at the meeting. There may be occasions when one or more Supervisors will purificipate by teleplopue sions when one or more Supervi-sors will participate by telephone. Any person requiring special

accommodations at the meeting because of a disability or physi-cal impairment should contact the cai impairment should contact the District Manager at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contact the District Office.

tacting the District Office.

Each person who decides to appeal any action taken at the appear any action taken at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Daniel Laughlin District Manager 00 (25-02868D) May 29

Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092

## Invoice

Invoice #: 25 Invoice Date: 6/1/25

Due Date: 6/1/25

Case: P.O. Number:

#### Bill To:

Darby CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - June 2025 Website Administration - June 2025 Information Technology - June 2025 Dissemination Agent Services - June 2025 Office Supplies Postage Copies Telephone		3,975.00 106.00 159.00 625.00 0.39 4.57 11.10 5.57	3,975.00 106.00 159.00 625.00 0.39 4.57 11.10 5.57

Total	\$4,886.63
Payments/Credits	\$0.00
Balance Due	\$4,886.63

Core Outdoors LLC 134 Poole Blvd St Augustine, FL 32095

Invoice Date 04-30-2025 Customer ID PJV100

Invoice ID 14751

Draw ID 1 Work Order

Ship Date

To: Plummer JV, LLC

Job Location:

PLUMMER JV, LLC

Job# 25-5009

PO#

MOW CDD COMMOM AREAS AT KINGS PRESERVE - 4/22/25

1.00

LS

1,560.00

1,560.00

Amount Billed

\$1,560.00

Retainage Held

\$1,560.00

Core Outdoors LLC 134 Poole Blvd St Augustine, FL 32095

JUN 25 2029

Invoice Date 06-12-2025 Customer ID PJV100 Invoice ID 15501

Draw ID 43 Work Order

Ship Date

To: Plummer JV, LLC

1

Job Location:

PLUMMER JV, LLC

Job# 25-5009

PO#

MAY MAINTENANCE - 50% DISCOUNT

1.00

LS

780.00

780.00

Amount Billed

\$780.00

Retainage Held

\$780.00

Core Outdoors LLC 134 Poole Blvd St Augustine, FL 32095

Invoice Date 06-12-2025 Customer ID PJV100

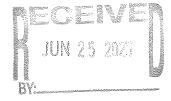
Invoice ID 15502

Draw ID 43 Work Order

Ship Date

To:

Plummer JV, LLC



Job Location:

PLUMMER JV, LLC

Job# 25-5009

PO#

JUNE MAINTENANCE - 50% DISCOUNT

1.00

LS

780.00

780.00

Amount Billed

\$780.00

Retainage Held

\$780.00

06-12-2025

### **Governmental Management Services, LLC**

475 West Town Place, Suite 114 St. Augustine, FL 32092

## Invoice

Invoice #: 26 Invoice Date: 7/1/25

Due Date: 7/1/25

Case: P.O. Number:

Payments/Credits

**Balance Due** 

\$0.00

\$4,882.05

#### Bill To:

Darby CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

grafia Grafia (Britana)	Description	Hours/Qty	Rate	Amount
Management Fees - J	uly 2025		3,975.00	3,975.00
Website Administration	1 - July 2025		106.00	106.00
nformation Technolog	y - July 2025		159.00	159.00
Dissemination Agent S	ervices - July 2025		625.00 0.03	625.00 0.03
Office Supplies			8.46	8.46
Postage			3.75	3.75
Copies Celephone			4.81	4.81
	JUL 02 2025 BY:			
		l Total	NOTES OF THE PROPERTY OF THE P	\$4,882.05

# A Division of Daily Record & Observer, LLC

P.O. Box 2177 Jacksonville, FL 32203 (904) 356-2466

#### **INVOICE**

June 26, 2025 **Date** 

Attn: Sarah Sweeting GMS, LLC 475 West Town Place, Ste 114 Saint Augustine

FL 32092



a	5-03483D	PO/File #	\$569.00
Serial# 25	J-03463D	1 O/File #	Payment Due
		onsider the Adoption of the Fiscal Year 2026 bublic Hearing, Etc.; and Notice of Regular	\$569.00
Darby Com	munity Developm	ent District	Publication Fee
Case Numl	ber		Amount Paid
Publication	1 Dates 6/26		Payment Due Upon Receipt
County D	uval	For your convenience, you may remit payment online at www.jaxdailyrecord.com/ send-payment.	
	oment is due befor Proof of Publicati is released.		If your payment is being mailed, please reference Serial # 25-03483D on your check or remittance advice.

DARBY COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2026 BUDGET;
NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY,
COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF TENANCE SPECIAL ASSESSABLE VO.

COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF ALGOSTICAL
SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Darby Community Development District ("District") will hold the
following public hearings and regular meeting:
DATE:

IMP.
10:30 a.m.
1000 Riverside Avenue, Suite 600
Jacksonville, Florida 32204

The Board of Supervisors ("Board") for the Darby Community Development District ("District") will hold the following public hearings and regular meeting:

DATE:

10:30 a.m.

LOCATION:

1000 Riverside Avenue, Suite 600

Incksonville, Florida 32204

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District is proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("IV 2026"). The second public hearing is being held pursuant to Chapters 190, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2026; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be hely where the Board may consider any other District business that may properly come before it.

District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District spend and land maintenance budget. A description of the services to be funded by the O&M Assessments, and the proposed Budget. A description of the purpey to potentially subject to the proposed O&M Assessments, which are subject to change at the hearing:

Land Use

Total \* Total \* of Units / Acres\* EAU/ERU Factor\* Proposed O&M Assessment

Land Use	Total ≠ of Units / Acres	EAU/ERU Factor	Proposed O&M Assessment
Residential	306	l	\$596.27
Un-Platted Lots	436	1	\$210.08

Un-Platted Lots 436 1 \$210.08

\*includes collection cashs and early payment discounts
NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF
UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND ORM
ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the David County ("County") Tax Collect on the tax bill. Morrower, pursuant to Section
197.3632(4), Florida Statutos, the lien amount shall serve as the "navchum rate" authorized by law for ORM
Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years
unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4),
Florida Statutos, is met. Note, the O&M Assessments to not include debt service assessments previously beviet
by the District, if any.

For FY 2026, the District intends to have the County Tax Collector collect the O&M Assessments imposed on
certain developed property and will directly collect the O&M Assessments on the remaining benefitted property,
if any, by sending out a bill at least thirty (30) days prior to the first Assessment due date. It is important to
pay your O&M Assessment because faithure to pay will cause a tax certificate to be issued against the property
which may result in a loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which
also may result in a loss of title. The District's decision to collect O&M Assessments on the County roll or by
direct billing does not preclude the District from later electing to collect those or other assessments in a different
manner at a future time.

Additional Provisions

manner at a future time.

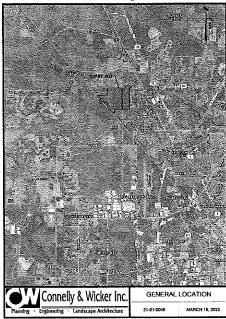
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment toil, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, Governmental Management Services, 476 West Tuwn Place, Suite It I, St Augustine, Florida 2029; [304] 940-9850 ("District Manager's Office"), during normal business hours, or by visiting the District's website at https://darbycdd.com/. The public hearings and meeting may be continued in progress to a date, time certain, and place to the specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting, because of a disability of public hearings and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by diagra-1-1, or -800-955-877 (TTY) / 1-80-95-95-877 (Voice), for aid in contacting the Obstiret Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also like written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision nade by the Board with respect to any matter considered at the public hearings or meeting is advised that person with need a record of proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Daniel Laughlin District Manager



# A Division of DAILY RECORD & OBSERVER, LLC

P.O. Box 2177 Jacksonville, FL 32203 (904) 356-2466

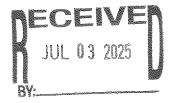
#### INVOICE

July 3, 2025

Date

Attn: Sarah Sweeting GMS, LLC 475 West Town Place, Ste 114 Saint Augustine

FL 32092



Serial # 25-03606D	PO/File #	\$128.00		
Serial # 25-05000D	1 O/1 NO II	Payment Due		
Notice of Public Hearing to Proposed Budget(s); and No	Consider the Adoption of the Fiscal Year 2026 tice of Regular Board of Supervisor's Meeting	\$128.00		
Darby Community Develop	ment District	Publication Fee		
Case Number		Amount Paid		
Publication Dates 7/3		Payment Due Upon Receipt		
County Duval		For your convenience, you may remit payment online at www.jaxdailyrecord.com/ send-payment.		
Payment is due befo the Proof of Publica is released.		If your payment is being mailed, please reference Serial # 25-03606D on your check or remittance advice.		

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

DARBY COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE
ADOPTION OF THE FISCAL YEAR 2026 PROPOSED
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF SUPERVISORS' MEETING.

VISORS' MEETING.

The Board of Supervisors ("Board") of the Darby Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: July 29, 2025 TIME: 10:30 a.m. LOCATION: 1000 Riverside Avenue, Suite 600 Jacksonville, Florida 32204

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Governmental Management Services, 475 West Town Place, Suite 114, St Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"), during normal business hours, or by visiting the District's website at https://darbyedd.com/.

940-5850 ("District Manager's Office"), during normal business hours, or by visiting the District's website at https://darbycdd.com/.
The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may purticipate by practice.

Supervisors of District Star may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing

appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person

and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Daniel Laughlin District Manager Jul. 3 00 (25-03606D)

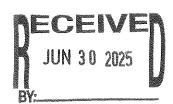
#### KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

June 30, 2025



Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

Reference: Invoice No. 3584674 Client Matter No. 43923-1 Notification Email: eftgroup@kutakrock.com

Mr. Jim Oliver
Darby CDD
C/O Governmental Management Services, LLC
Suite 114
475 West Town Place
St. Augustine, FL 32092

Invoice No. 3584674

43923-1

Re: Gene	eral Counsel								
For Professional Legal Services Rendered									
03/24/25	W. Haber	0.40	144.00	Respond to auditor inquiry; review correspondence regarding amenity monitoring system and confer with Laughlin regarding same					
03/31/25	W. Haber	0.20	72.00	Respond to auditor inquiry					
04/01/25	P. Avrett	0.40	64.00	Coordinate response to auditor letter					
04/03/25	W. Haber	0.60	216.00	Review and revise audit; confer with Peregrino regarding same					
04/04/25	W. Haber	0.30	108.00	Confer with Laughlin regarding revisions to audit					
04/05/25	J. Johnson	0.30	115.50	Monitor legislative process relating to matters impacting special districts					
TOTAL HO	OURS	2.20							
TOTAL FO	R SERVICES RI	ENDERED		\$719.50					
TOTAL CU	RRENT AMOU	NT DUE		<u>\$719.50</u>					



Jacksonville Office 10060 Skinner Lake Dr #500, Jacksonville, FL 32246 P: 1,833.723.4768

**Darby Community Development District** ssweeting@gmsnf.com

\*, FL

February 25, 2025

Project No:

24-01-0062

nvoice No:

24010062-02

Invoice Total

118.75

**Project** 

24-01-0062

Darby CDD

Professional Services for this period included participation in CDD meetings.

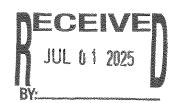
Professional Services from January 01, 2025 through January 31, 2025

Fee	Percent		Previous Fee		<b>Current Fee</b>
Billing Phase	Fee	Complete	Earned	Billing	Billing
C1 CDD Business-Hourly	230.00	151.6304	348.75	230.00	118.75
Total Fee	230.00		348.75	230.00	118.75
	Total Fee				118.75
		Total t	his Invoice		118.75

Project	24-01-0062	Darby CDD		Invoice	24010062-02
Billing	g Backup			Tuesday, Februar	v 25, 2025
PRIME AE Group, Inc.			Invoice 24010062-02 Dated 2/25/2025	24010062-02 Dated 10:11:0	
Project	24-01-0062	Darby C	CDD		
			Hours		
990172	00000023801 - 0 - Bussey, April	12/10/2024	.50		
	sitting in on CDD mee	_			
990172	00000023801 - 0 - Bussey, April	12/10/2024	50		
	sitting in on CDD mee	•	is out of office		
990172	00000023801 - 193 - Bussey, April	12/10/2024	.50		
	sitting in on CDD mee	ting while EOF	t is out of office		
900560	00000023801 - 122 - Leaptrott, Beth	1/16/2025	.25		
	CDD Meeting				
	Totals		.75		
	Total Labor				118.75
			Total	this Project	118.75



Jacksonville Office 10060 Skinner Lake Dr #500, Jacksonville, FL 32246 P: 1.833.723.4768



Darby Community Development District ssweeting@gmsnf.com

\*, FL

May 20, 2025

Project No:

24-01-0062!

Invoice No:

24010062-04!

Invoice Total

1,296.20

Project

24-01-0062

Darby CDD

Professional Services for this period included Biannual Inspection of the Master Stormwater System in accordance with the Operation and Maintenance Plan for compliance with SJRWMD Permit 175700-4

Professional Services from April 01, 2025 through April 30, 2025

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
		•		_	
C1 CDD Business-Hourly	9,500.00	26.3816	2,506.25	1,256.25	1,250.00
ZREIM Reimbursable	500.00	9.24	46.20	0.00	46.20
Expenses					
Total Fee	10,000.00		2,552.45	1,256.25	1,296.20
	Total Fee			1	,296.20
		Total this Invoice			1,296.20

Invoice 24010062-04 24-01-0062 Darby CDD **Project** Billing Backup PRIME AE Group, Inc. Invoice 24010062-04 Dated 5/20/2025 Darby CDD 24-01-0062 Project Hours -4.00 00000023801 - 51 -4/16/2025 900561 Leaptrott, William! Storm O&M! 2.50 900561 00000023801 - 51 -4/18/2025 Leaptrott, William! NRFS Inspection! 2.50 00000023801 - 51 -4/22/2025 900561 Leaptrott, William CDD Report and Drone Video 00000023801 - 51 -4/23/2025 1.00 900561 Leaptrott, William O/M Report 10.25 Totals! Reimbursable Expenses Travel - Direct - Mileage Leaptrott, William / Storm O&M / 35.00 24.50 EX 00000004968 4/16/2025 miles @ 0.70 Leaptrott, William / Storm O/M / 31.00 21.70 EX 00000004968 4/18/2025 miles @ 0.70 46.20 **Total Reimbursables** 

