

ORMOND STATION

**COMMUNITY DEVELOPMENT
DISTRICT**

May 22, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Ormond Station Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 15, 2025

Board of Supervisors
Ormond Station Community Development District

Dear Board Members:

The Board of Supervisors of the Ormond Station Community Development District will hold a Regular Meeting on May 22, 2025 at 11:00 a.m., at the Flagler County Government Services Building, 1769 E. Moody Blvd., Bldg. 2, First Floor Conference Room, Bunnell, Florida 32110. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-01, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2025-02, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Consideration of Resolution 2025-03, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
6. Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
7. Consideration of Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date
8. Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates
 - A. Consideration of Resolution 2025-06, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024

ATTENDEES:

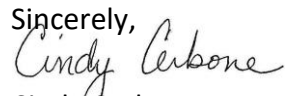
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

9. Consideration of Resolution 2025-07, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date
10. Ratification Items:
 - A. Acquisition of Gardenside Phase 1 at Ormond Station Improvements
 - B. Assignment of Responsibility [Hunter's Ridge Blvd Roundabout]
 - C. Earth Care Industries, Inc., Agreement for Chlorination Services
 - D. The Greenery of North Florida, Inc. d/b/a The Greenery Inc.
 - I. Second Amendment to Landscape & Irrigation Services Agreement
 - II. Third Amendment to Landscape & Irrigation Services Agreement
 - E. Tuff Turf, Inc., Agreement for Services [Well Tank Installation]
11. Acceptance of Unaudited Financial Statements as of April 30, 2025
12. Approval of August 29, 2024 Public Hearings and Regular Meeting Minutes
13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Madden, Moorhead & Stokes, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Property Insurance on Vertical Assets
 - NEXT MEETING DATE: TBD
- QUORUM CHECK

SEAT 1	MATT STOLZ	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2	JOHN VALANTASIS	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3	CHASE ALLEN	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	LOU AVELLI	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	SYDNEY KENDRICK	☐	IN PERSON	☐	PHONE	☐	NO
- D. Field Operations: *Wrathell, Hunt and Associates, LLC*
14. Board Members' Comments/Requests
15. Public Comments

16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

ORMOND STATION

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR
FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT
TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION
REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE**

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Ormond Station Community Development District (“**District**”) a proposed operating budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT:**

1. APPROVING PROPOSED BUDGET. The operating budget proposed by the District Manager for Fiscal Year 2025/2026, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. SETTING HEARING. The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: _____

LOCATION: Flagler County Government Services Building
1769 E. Moody Blvd.
Bldg. 2, First Floor Conference Room
Bunnell, Florida 32110

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 45 days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22nd day of May, 2025.

ATTEST:

**ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A

Fiscal Year 2025/2026 Budget

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Assessment Summary	5

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 03/31/25	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 122,500
Allowable discounts (4%)	-				(4,900)
Assessment levy: on-roll - net	115,150	\$115,385	\$ -	\$ 115,385	117,600
Off-roll O&M assessment*	-	-	-	-	67,774
Landowner contribution*	121,249	82,727	71,548	154,275	108,457
Total revenues	236,399	198,112	71,548	269,660	293,831
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	48,000	12,033	16,000	28,033	42,000
Legal	20,000	3,844	16,156	20,000	20,000
Engineering	3,000	-	3,000	3,000	3,000
Audit	4,800	-	4,800	4,800	4,800
Arbitrage rebate calculation	-	-	-	-	375
Dissemination agent	1,000	-	1,000	1,000	750
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	-	6,500	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	6,000	9,699	-	9,699	7,000
Meeting room	648	-	648	648	648
Contingencies/bank charges	960	1,740	-	1,740	1,500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Tax collector	-	2,308	-	2,308	2,450
Total professional & administrative	93,198	30,149	49,869	80,018	91,313

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 03/31/25	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
Operations & maintenance					
Maintenance contract - wet ponds	13,200	3,955	4,000	7,955	6,700
Fountain maintenance	-	-	-	-	1,500
Wetland maintenance	-	4,008	-	4,008	1,000
Field operations management	7,500	3,750	3,750	7,500	7,500
Streetlighting	7,200	-	7,200	7,200	7,000
Landscape maintenance contract	40,476	15,218	24,496	39,714	91,468
Plant replacement	3,500	372	1,500	1,872	2,000
Tree replacement	-	-	-	-	1,750
Irrigation repairs	2,500	6,171	4,000	10,171	8,000
Rust prevention	-	6,772	14,000	20,772	-
Landscape inspection	16,125	6,150	7,175	13,325	21,600
Electricity	12,000	9,032	10,537	19,569	17,500
Repairs/maintenance	5,000	765	-	765	-
Pressure washing	1,500	3,874	-	3,874	7,500
Road maintenance	-	6,975	-	6,975	-
Holiday decorations	-	-	-	-	2,500
Repair/maintenance rust system	13,000	250	-	250	-
Property insurance	-	-	-	-	6,500
Contingencies	20,000	760	10,000	10,760	20,000
Total field operations	143,201	68,052	86,658	154,710	202,518
Total expenditures	236,399	98,201	136,527	234,728	293,831
Excess/(deficiency) of revenues over/(under) expenditures	-	99,911	(64,979)	34,932	-
Fund balance - beginning (unaudited)	-	(34,932)	64,979	(34,932)	-
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	64,979	-	-	-
Fund balance - ending	\$ -	\$ 64,979	\$ -	\$ -	\$ -

* The District is in the process of petitioning the County to amend the District's boundaries and to include an additional 103 lots known as Woodside and Amberwood. Assuming that the boundary amendment is completed, the District intends to conduct an assessment hearing, and in order to put a pro-rated O&M assessment ("Supplemental O&M Assessment") on the 103 lots and for Fiscal Year 2026. Any amount not funded through this Supplemental O&M Assessment (e.g., if the boundary amendment is not completed, or for any pro-rated part that is not covered by the Supplemental O&M Assessment) would be funded as part of a developer deficit funding agreement. For purposes of this budget, the District has assumed that the boundary amendment will be successful, and the Supplemental O&M Assessment will be in place in the fourth quarter of 2025.

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 42,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	20,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	3,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	4,800
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	375
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	750
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	7,000
The District will obtain public officials and general liability insurance.	
Meeting room	648
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser	
Tax collector	2,450

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Operations & maintenance

Field operations management	7,500
Maintenance contract - wet ponds	6,700
Wetland maintenance	1,000
Streetlighting	7,000
Fountain maintenance	1,500
Landscape maintenance contract	91,468
Plant replacement	2,000
Irrigation repairs	8,000
Landscape inspection	21,600
Tree replacement	1,750
Electricity	17,500
Pressure washing	7,500
Holiday decorations	2,500
Property insurance	6,500
Contingencies	20,000
Total expenditures	<u><u>\$293,831</u></u>

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments					
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Existing Boundary

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Residential Unit	175	\$ 700.00	\$ -	\$ 700.00	\$ 700.00
Total	175				

Off-Roll O&M Assessments*					
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Boundary Amendment

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
Residential Unit	103	\$ 658.00	\$ -	\$ 658.00	n/a
Total	103				

*The District is in the process of petitioning the County to amend the District's boundaries and to include an additional 103 lots known as Woodside and Amberwood. Assuming that the boundary amendment is completed, the District intends to conduct an assessment hearing, and in order to put a pro-rated O&M assessment ("Supplemental O&M Assessment") on the 103 lots and for Fiscal Year 2026. Any amount not funded through this Supplemental O&M Assessment (e.g., if the boundary amendment is not completed, or for any pro-rated part that is not covered by the Supplemental O&M Assessment) would be funded as part of a developer deficit funding agreement. For purposes of this budget, the District has assumed that the boundary amendment will be successful, and the Supplemental O&M Assessment will be in place in the fourth quarter of 2025.

ORMOND STATION

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Ormond Station Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2025.

ATTEST:

**ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT “A”

ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Flagler County Government Services Building</i>		
<i>1769 E. Moody Blvd., Bldg. 2, First Floor Conference Room, Bunnell, Florida 32110</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October __, 2025	Regular Meeting	__:__ AM/PM
November __, 2025	Regular Meeting	__:__ AM/PM
December __, 2025	Regular Meeting	__:__ AM/PM
January __, 2026	Regular Meeting	__:__ AM/PM
February __, 2026	Regular Meeting	__:__ AM/PM
March __, 2026	Regular Meeting	__:__ AM/PM
April __, 2026	Regular Meeting	__:__ AM/PM
May __, 2026	Regular Meeting	__:__ AM/PM
June __, 2026	Regular Meeting	__:__ AM/PM
July __, 2026	Regular Meeting	__:__ AM/PM
August __, 2026	Regular Meeting	__:__ AM/PM
September __, 2026	Regular Meeting	__:__ AM/PM

ORMOND STATION

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE
MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Ormond Station Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT THAT:**

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 22nd day of May, 2025.

ATTEST:

**ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ORMOND STATION

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/22/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ORMOND STATION

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Ormond Station Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT:

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

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 22nd day of May, 2025.

ATTEST:

**ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT “A”

ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Flagler County Government Services Building 1769 E. Moody Blvd., Bldg. 2, First Floor Conference Room, Bunnell, Florida 32110</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
June __, 2025	Regular Meeting	__:__ AM/PM
July __, 2025	Regular Meeting	__:__ AM/PM
August __, 2025	Regular Meeting	__:__ AM/PM
September __, 2025	Regular Meeting	__:__ AM/PM

ORMOND STATION

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-05

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

**ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

ORMOND STATION

COMMUNITY DEVELOPMENT DISTRICT

8

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA**

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet – Governmental Funds	9
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	10
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	11
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	12
Notes to the Financial Statements	13-18
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	19
Notes to Required Supplementary Information	20
OTHER INFORMATION	
Data Elements required by FL Statute 218.39 (3) (c)	21
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	22-23
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	24
MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550 OF THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	25-26



Grau & Associates

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Ormond Station Community Development District
Flagler County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Ormond Station Community Development District, Flagler County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Required Supplementary Information

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

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 19, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



May 19, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Ormond Station Community Development District, Flagler County, Florida ("District") provides a narrative overview of the District's financial activities for the period ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

The District was established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes and created by Ordinance No. 2023-08 of Flagler County, Florida effective on May 19, 2023 and no audit was required for the prior period. As a result, the balances as of and for the period ended September 30, 2023 are for less than a twelve month period and are unaudited.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year, resulting in a net position deficit balance of (\$18,912).
- The change in the District's total net position in comparison with the prior fiscal year was (\$7,926), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of (\$18,912), a decrease of (\$7,926) in comparison with the prior fiscal year. The total fund balance is non-spendable for deposits, and the remainder is unassigned deficit fund balance in the general and debt services funds.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	(UNAUDITED)	
	2024	2023
Current and other assets	\$ 65,575	\$ 28,636
Capital assets, net of depreciation	6,085,991	-
Total assets	6,151,566	28,636
Current liabilities	84,487	39,622
Long-term liabilities	6,085,991	-
Total liabilities	6,170,478	39,622
Net position		
Unrestricted	(18,912)	(10,986)
Total net position	\$ (18,912)	\$ (10,986)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	(UNAUDITED)	
	2024	2023*
Revenues:		
Program revenues		
Operating grants and contributions	\$ 162,991	\$ 12,594
Total revenues	162,991	12,594
Expenses:		
General government	65,373	15,369
Maintenance and operations	94,843	-
Bond issue costs	10,701	8,211
Total expenses	170,917	23,580
Change in net position	(7,926)	(10,986)
Net position - beginning	(10,986)	-
Net position - ending	\$ (18,912)	\$ (10,986)

*For the period from inception May 19, 2023 to September 30, 2023

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2024 was \$170,917. The costs of the District's activities were funded by Developer contributions. The majority of increase in expenses is attributed to an increase in professional services and maintenance expenses.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budgeted amounts, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2024 was amended to increase revenues by \$54,138 and increase appropriations by \$51,364. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2024, the District had \$6,085,991, invested in capital assets for its governmental activities. No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2024, the District had \$6,085,991 Developer advances outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS

During the current fiscal year, the District began the process necessary to issue Bonds; however, Bonds have not been issued as of the report date.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Ormond Station Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

	Governmental Activities
ASSETS	
Cash	\$ 27,866
Due from Developer	35,284
Deposits	2,425
Capital assets:	
Nondepreciable	6,085,991
Total assets	<u>6,151,566</u>
LIABILITIES	
Accounts payable	54,075
Unearned revenue	5,500
Due to Developer	24,912
Non-current liabilities:	
Due in more than one year	6,085,991
Total liabilities	<u>6,170,478</u>
NET POSITION	
Unrestricted	(18,912)
Total net position	<u>\$ (18,912)</u>

See notes to the financial statements

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs			Net (Expense)	
	Expenses	Program Revenues	Operating Grants and Contributions	Revenue and Changes in Net Position
Primary government:				
Governmental activities:				
General government	\$ 65,373	\$ 65,373	\$ -	-
Maintenance and operations	94,843	97,618	2,775	2,775
Bond issuance costs	10,701	-	(10,701)	(10,701)
Total governmental activities	170,917	162,991	(7,926)	(7,926)
			Change in net position	(7,926)
			Net position - beginning	(10,986)
			Net position - ending	<u>\$ (18,912)</u>

See notes to the financial statements

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	<u>Major Funds</u>		<u>Total</u>
	<u>General</u>	<u>Debt Service</u>	<u>Governmental</u> <u>Funds</u>
ASSETS			
Cash	\$ 27,866	\$ -	\$ 27,866
Due from Developer	34,933	351	35,284
Deposits	2,425	-	2,425
Total assets	<u>\$ 65,224</u>	<u>\$ 351</u>	<u>\$ 65,575</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 53,724	351	\$ 54,075
Unearned revenue	5,500	-	5,500
Due to Developer	6,000	18,912	24,912
Total liabilities	<u>65,224</u>	<u>19,263</u>	<u>84,487</u>
Fund balances:			
Nonspendable:			
Deposits	2,425	-	2,425
Unassigned	(2,425)	(18,912)	(21,337)
Total fund balances	<u>-</u>	<u>(18,912)</u>	<u>(18,912)</u>
Total liabilities and fund balances	<u>\$ 65,224</u>	<u>\$ 351</u>	<u>\$ 65,575</u>

See notes to the financial statements

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

Fund balance - governmental funds	\$	(18,912)
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as position in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	6,085,991	
Accumulated depreciation	-	6,085,991

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Developer advances	(6,085,991)	(6,085,991)
Net position of governmental activities	\$	(18,912)

See notes to the financial statements

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Major Funds		Total Governmental Funds
	General	Debt Service	
REVENUES			
Developer contributions	\$ 162,991	\$ -	\$ 162,991
Total revenues	162,991	-	162,991
EXPENDITURES			
Current:			
General government	65,373	-	65,373
Maintenance and operations	94,843	-	94,843
Debt service:			
Bond issue costs	-	10,701	10,701
Total expenditures	160,216	10,701	170,917
Excess (deficiency) of revenues over (under) expenditures	2,775	(10,701)	(7,926)
Fund balances - beginning	(2,775)	(8,211)	(10,986)
Fund balances - ending	\$ -	\$ (18,912)	\$ (18,912)

See notes to the financial statements

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ (7,926)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures, however, in the statement of activities, the cost of those assets is eliminated and capitalized as capital assets.	6,085,991
Governmental funds report Developer advances as financial resources when cash is received, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	<u>(6,085,991)</u>
Change in net position of governmental activities	<u><u>\$ (7,926)</u></u>

See notes to the financial statements

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Ormond Station Community Development District ("District") was created May 19, 2023 by Ordinance No. 2023-08 by the Board of County Commissioners of Flagler County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the residents within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2024, all of the Board members are affiliated with the Developer.

The Board has the final responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. (Operating-type special assessments for maintenance and debt service are treated as charges for services.); and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefitted property within the District. Operating and Maintenance Assessments are based upon an adopted budget and levied annually. Debt Service Assessments are levied when Bonds are issued and certified for collection on an annual basis. The District may collect assessments directly or utilize the uniform method of collection (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the Debt Service Assessments on their property subject to various provisions in the Bond documents.

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

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property and infrastructure assets (e.g., roads, trails, landscape, hardscape, irrigation, and other items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

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

Other Disclosures

Use of Estimates

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

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and adopt an Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearing is conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) Budget changes must generally be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ -	\$ 6,085,991	\$ -	\$ 6,085,991
Total capital assets, not being depreciated	-	6,085,991	-	6,085,991
 Governmental activities capital assets, net	 \$ -	 \$ 6,085,991	 \$ -	 \$ 6,085,991

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$51.2 million. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities. During the current fiscal year, the District acquired improvements from the Developer with a total value of \$6,085,991. The Developer has provided advance funding for the improvements, therefore the District has recognized Developer advance payable in the same amount.

NOTE 6 – LONG-TERM LIABILITIES

During the current fiscal year, the District recognized a Developer advance liability of \$6,085,991 in connection with the acquisition of infrastructure improvements from the Developer. The District expects to issue Bonds at a later date in order to pay all or a portion of the advanced amounts. Bonds have not been issued as of the date of the report.

Changes in long-term liability activity for the fiscal year ended September 30, 2024 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Direct borrowings:					
Developer advances	\$ -	\$ 6,085,991	\$ -	\$ 6,085,991	\$ -
Total	\$ -	\$ 6,085,991	\$ -	\$ 6,085,991	\$ -

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$162,991, which includes a receivable of \$34,933 as of September 30, 2024. In addition, the Developer has advanced the District \$18,912 in order to fund certain Bond validation costs incurred in the most recent fiscal year, which includes a receivable of \$351 as of September 30, 2024. See Notes 5 and 6 for additional Developer transactions.

NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Amounts	
REVENUES				
Developer contributions	120,090	174,228	162,991	(11,237)
Total revenues	120,090	174,228	162,991	(11,237)
EXPENDITURES				
Current:				
General government	62,290	79,445	65,373	14,072
Maintenance and operations	57,800	92,009	94,843	(2,834)
Total expenditures	120,090	171,454	160,216	11,238
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	2,774	2,775	<u>\$ 1</u>
Fund balance - beginning			(2,775)	
Fund balance - ending			<u>\$ -</u>	

See notes to required supplementary information

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and adopt an Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2024 was amended to increase revenues by \$54,138 and increase appropriations by \$51,364. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

**ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
FLAGLER COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	4
Employee compensation	\$0
Independent contractor compensation	\$77,223
Construction projects to begin on or after October 1; (\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes	Not applicable
Non ad valorem special assessments;	Not applicable
Special assessment rate	Operations and maintenance - N/A Debt service - N/A
Special assessments collected	\$0
Outstanding Bonds	Not applicable



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

To the Board of Supervisors
Ormond Station Community Development District
Flagler County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Ormond Station Community Development District, Flagler County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated May 19, 2025.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

Gray & Associates

May 19, 2025



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Ormond Station Community Development District
Flagler County, Florida

We have examined Ormond Station Community Development District's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Ormond Station Community Development District, Flagler County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

May 19, 2025



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors
Ormond Station Community Development District
Flagler County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Ormond Station Community Development District, Flagler County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated May 19, 2025.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 19, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

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

We wish to thank Ormond Station Community Development District, Flagler County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

May 19, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

N/A – first year audit.

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

N/A – first year audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 21.

ORMOND STATION

COMMUNITY DEVELOPMENT DISTRICT

8A

RESOLUTION 2025-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ORMOND
STATION COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING
THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR
ENDED SEPTEMBER 30, 2024**

WHEREAS, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2024;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT;**

1. The Audited Annual Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 22nd day of May, 2025.

ATTEST:

**ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

ORMOND STATION

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT
RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND
ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, on October 5, 2023, pursuant to Resolution 2024-05, the Board of Supervisors (hereinafter referred to as the “Board”) of the Ormond Station Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2023/2024; and

WHEREAS, the Board desires to amend the previously adopted Fiscal Year 2023/2024 budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT:**

Section 1. The Fiscal Year 2023/2024 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2024 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 22nd day of May, 2025.

ATTEST:

**ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2024
EFFECTIVE NOVEMBER 30, 2024**

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2024
EFFECTIVE NOVEMBER 30, 2024**

	FY 2024 Actual	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease)	FY2024 Amended Budget
REVENUES					
Landowner contribution	\$ 162,991	\$ 120,090	\$ (42,901)	\$ 42,901	\$ 162,991
Total revenues	162,991	120,090	(42,901)	42,901	162,991
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	24,000	24,000	-	-	24,000
Legal	27,459	17,500	(9,959)	9,959	27,459
Engineering	310	2,000	1,690	(1,690)	310
Audit	-	3,750	3,750	(3,750)	-
Telephone	200	200	-	-	200
Postage	56	500	444	(444)	56
Printing & binding	500	500	-	-	500
Legal advertising	8,042	6,500	(1,542)	1,542	8,042
Annual special district fee	175	175	-	-	175
Insurance	1,386	5,500	4,114	(4,114)	1,386
Contingencies/bank charges	1,356	750	(606)	606	1,356
Website hosting & maintenance	1,680	705	(975)	975	1,680
Website ADA compliance	210	210	-	-	210
Total professional & administrative	65,374	62,290	(3,084)	3,084	65,374
Operations & maintenance					
Stormwater management					
Maintenance contract - wet ponds	6,349	3,500	(2,849)	2,849	6,349
Wetland maintenance	-	4,248	4,248	(4,248)	-
Streetlighting	-	7,200	7,200	(7,200)	-
Landscape maintenance					
Maintenance contract	20,983	17,424	(3,559)	3,559	20,983
Plant replacement	2,642	750	(1,892)	1,892	2,642
Irrigation repairs	2,903	500	(2,403)	2,403	2,903
Lake bank mowing	-	2,178	2,178	(2,178)	-
Landscape inspection	7,175	-	(7,175)	7,175	7,175
Irrigation supply - community					
Maintenance contract	-	3,000	3,000	(3,000)	-
Electricity	6,218	12,000	5,782	(5,782)	6,218
Repairs/maintenance	8,521	2,500	(6,021)	6,021	8,521
Monuments/signage					
Repairs/maintenance/pressure washing	22,687	1,500	(21,187)	21,187	22,687
Electricity	-	500	500	(500)	-
Road maintenance	-	2,500	2,500	(2,500)	-
Holiday decorations	1,000	-	(1,000)	1,000	1,000
Repair/maintenance rust system	1,640	-	(1,640)	1,640	1,640
Unbudgeted - wall repairs	14,725	-	(14,725)	14,725	14,725
Total field operations	94,843	57,800	(37,043)	37,043	94,843
Total expenditures	160,217	120,090	(40,127)	40,127	160,217
Excess/(deficiency) of revenues over/(under) expenditures	2,774	-	(2,774)	2,774	2,774
Fund balances - beginning	(2,774)	-	2,774	(2,774)	(2,774)
Fund balances - ending	\$ -	\$ -	\$ -	\$ -	\$ -

ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS A

August 25, 2024

Ormond Station Community Development District
c/o Cindy Cerbone, District Manager
Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Gardenside Phase 1 at Ormond Station
Improvements

Dear Cindy,

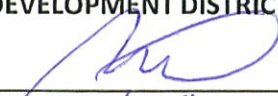
Pursuant to the *Acquisition Agreement*, dated June 29, 2023 ("**Acquisition Agreement**"), by and among the Ormond Station Community Development District ("**District**"), ADJ Iris, LLC ("**Developer**"), and D.R. Horton, Inc. ("**D.R. Horton, Inc.**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to D.R. Horton, Inc., upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay D.R. Horton, Inc., upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the City for turnover of the utilities (which comprise a portion of the Improvements) to the City.

[CONTINUED ON FOLLOWING PAGE]

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT**


Name: Matthew Stolz
Title: AS VP

Sincerely,
ADJ IRIS, LLC


Name: ANAND JORALLA
Title: MANAGER

Agreed to by:
D.R. HORTON, INC.

[SIGNATURE ON FOLLOWING PAGE]
Name: _____
Title: _____

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT**

Sincerely,
ADJ IRIS, LLC

[SIGNATURE ON PRIOR PAGE]

[SIGNATURE ON PRIOR PAGE]

Name: _____

Name: _____

Title: _____

Title: _____

Agreed to by:
D.R. HORTON, INC.


Name: John Auld
Title: Vice President

EXHIBIT A

Description of Gardenside Phase 1 at Ormond Station Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon Tract LS-1 (Lift Station), Tracts RW-1 and RW-2 (Roadways), and any "Utility Easements," as identified in the plat known as *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within or upon Tract RW-1 and RW-2 (Roadways), as identified in the plat known as *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within or upon Tracts C and E (Conservation), Tracts B and D (Stormwater Management & Drainage Purposes), Tracts RW-1 and RW-2 (Roadways), the "Drainage Easements," and the "Drainage, Construction & Maintenance Easements", as identified on the plat known as *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated June 2023.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Sanitary Sewer	\$712,434.00	\$712,434.00	\$0.00	\$0.00
Water	\$399,060.00	\$399,060.00	\$0.00	\$0.00
Surface Water Management	\$544,128.00	\$544,128.00	\$0.00	\$0.00
Roadways	\$1,780,763.00	\$1,780,763.00	\$0.00	\$0.00
Change Orders for Above				
Improvements	\$94,555.08	\$94,555.08	\$0.00	\$0.00
TOTAL:	\$3,530,940.08	\$3,530,940.08	\$0.00	\$0.00

CORPORATE DECLARATION REGARDING COSTS PAID
[GARDENSIDE PHASE 1 AT ORMOND STATION IMPROVEMENTS]

ADJ IRIS, LLC, a Florida limited liability company ("Developer"), does hereby certify to the Ormond Station Community Development District ("District"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated June 2023, as may be supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 21 day of August, 2024.

ADJ IRIS, LLC


Name: ANAND JOBALIA
Title: MANAGER

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 21st day of August, 2024, by Anand Jobalia as Manager of ADJ Iris, LLC, a Florida limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



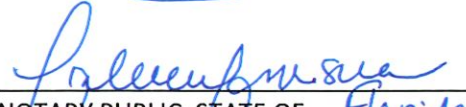

NOTARY PUBLIC, STATE OF Florida
Name: Felicia Fonseca
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Gardenside Phase 1 at Ormond Station Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon Tract LS-1 (Lift Station), Tracts RW-1 and RW-2 (Roadways), and any "Utility Easements," as identified in the plat known as *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within or upon Tract RW-1 and RW-2 (Roadways), as identified in the plat known as *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within or upon Tracts C and E (Conservation), Tracts B and D (Stormwater Management & Drainage Purposes), Tracts RW-1 and RW-2 (Roadways), the "Drainage Easements," and the "Drainage, Construction & Maintenance Easements", as identified on the plat known as *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated June 2023.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Sanitary Sewer	\$712,434.00	\$712,434.00	\$0.00	\$0.00
Water	\$399,060.00	\$399,060.00	\$0.00	\$0.00
Surface Water Management	\$544,128.00	\$544,128.00	\$0.00	\$0.00
Roadways	\$1,780,763.00	\$1,780,763.00	\$0.00	\$0.00
Change Orders for Above				
Improvements	\$94,555.08	\$94,555.08	\$0.00	\$0.00
TOTAL:	\$3,530,940.08	\$3,530,940.08	\$0.00	\$0.00

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[GARDENSIDE PHASE 1 AT ORMOND STATION IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 22 day of August, 2024, by **Hazen Construction, LLC ("Contractor")**, with an address of 1599 Tionia Road, New Smyrna Beach, Florida 32168, in favor of the **Ormond Station Community Development District ("District")**, which is a local unit of special-purpose government situated in Flagler County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor ("Contract")* between Contractor and ADJ Iris, LLC, ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

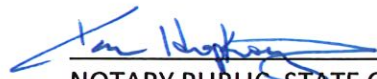
Notwithstanding anything to the contrary herein, Contractor is owed \$0.00 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

HAZEN CONSTRUCTION, LLC

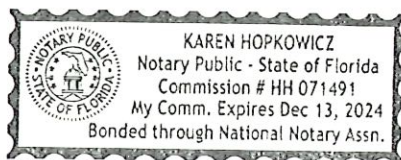

By: Marc Hazen
Its: Vice-President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of August, 2024, by Marc Hazen as Vice-President of Hazen Construction, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Karen Hopkowitz
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Gardenside Phase 1 at Ormond Station Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon Tract LS-1 (Lift Station), Tracts RW-1 and RW-2 (Roadways), and any "Utility Easements," as identified in the plat known as *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

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<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Sanitary Sewer	\$712,434.00	\$712,434.00	\$0.00	\$0.00
Water	\$399,060.00	\$399,060.00	\$0.00	\$0.00
Surface Water Management	\$544,128.00	\$544,128.00	\$0.00	\$0.00
Roadways	\$1,780,763.00	\$1,780,763.00	\$0.00	\$0.00
Change Orders for Above				
Improvements	\$94,555.08	\$94,555.08	\$0.00	\$0.00
TOTAL:	\$3,530,940.08	\$3,530,940.08	\$0.00	\$0.00

DISTRICT ENGINEER'S CERTIFICATE
[GARDENSIDE PHASE 1 AT ORMOND STATION IMPROVEMENTS]

30 August, 2024

Board of Supervisors
Ormond Station Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Madden, Moorhead & Stokes, LLC ("District Engineer"), as District Engineer for the Ormond Station Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from ADJ Iris, LLC ("Developer") as to certain public infrastructure improvements ("Improvements") as further detailed in Exhibit A. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's Engineer's Report, dated June 2023, as may be supplemented from time to time (together, "Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in Exhibit A. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file or will be on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

MADDEN, MOORHEAD & STOKES, LLC



DAVID A. REID, P.E.

Florida Registration No. 30794

District Engineer

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of August, 2024, by Davra Reid as V.P. of Madden Moorhead + Stokes LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NICOLE MARTIN
Commission # HH 249622
Expires August 5, 2026

(NOTARY SEAL)



NOTARY PUBLIC, STATE OF Florida

Name: Nicole Martin

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Gardenside Phase 1 at Ormond Station Improvements

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Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the Engineer's Report, dated June 2023.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Sanitary Sewer	\$712,434.00	\$712,434.00	\$0.00	\$0.00
Water	\$399,060.00	\$399,060.00	\$0.00	\$0.00
Surface Water Management	\$544,128.00	\$544,128.00	\$0.00	\$0.00
Roadways	\$1,780,763.00	\$1,780,763.00	\$0.00	\$0.00
Change Orders for Above				
Improvements	\$94,555.08	\$94,555.08	\$0.00	\$0.00
TOTAL:	\$3,530,940.08	\$3,530,940.08	\$0.00	\$0.00

BILL OF SALE AND LIMITED ASSIGNMENT
[GARDENSIDE PHASE 1 AT ORMOND STATION IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 21st day of August, 2024, by and between **ADJ Iris, LLC**, a Florida limited liability company, with an address of 444 Seabreeze Boulevard, Daytona Beach, Florida 32118 ("**Grantor**"), and **Ormond Station Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS, AND WITH ALL FAULTS**".

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

ADJ IRIS, LLC

By: [Signature]
Name: JASON KRYNICKI

[Signature]
Name: ANDRIS JORALIA
Title: MANAGER

By: [Signature]
Name: CELIA BULLOCK

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of August, 2024, by Andris Joralia as manager of ADJ Iris LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Felicia Fonseca
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



EXHIBIT A

Description of Gardenside Phase 1 at Ormond Station Improvements

Utilities - All wastewater lines and potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon Tract LS-1 (Lift Station), Tracts RW-1 and RW-2 (Roadways), and any "Utility Easements," as identified in the plat known as *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

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<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Sanitary Sewer	\$712,434.00	\$712,434.00	\$0.00	\$0.00
Water	\$399,060.00	\$399,060.00	\$0.00	\$0.00
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Roadways	\$1,780,763.00	\$1,780,763.00	\$0.00	\$0.00
Change Orders for Above				
Improvements	\$94,555.08	\$94,555.08	\$0.00	\$0.00
TOTAL:	\$3,530,940.08	\$3,530,940.08	\$0.00	\$0.00

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 189, Florida Statutes and located in Flagler County, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as “**SELLER**”), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from the **CITY OF ORMOND BEACH, FLORIDA**, a political subdivision of the State of Florida, whose address is 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter referred to as “**CITY**”), has granted, bargained, sold, transferred, conveyed and delivered to the CITY, its executors, administrators, successors and assigns forever, the following:

All wastewater lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon Tract LS-1 (Lift Station), Tracts RW-1 and RW-2 (Roadways), and any “Utility Easements,” as identified in the plat known as *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

All potable water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto, located within or upon Tracts RW-1 and RW-2 (Roadways), and any “Utility Easements,” as identified in the plat known as *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

TO HAVE AND TO HOLD the same unto the CITY, its executors, administrators, successors and assigns forever. The CITY shall have all rights and title to the above described personal property.

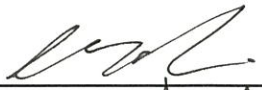
AND the SELLER hereby covenants to and with the CITY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomsoever.

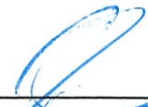
[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this the 12 day of Sept., 2024.

WITNESS

ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT, a local unit of
special-purpose government


Print Name: Alexander Ben-Hur

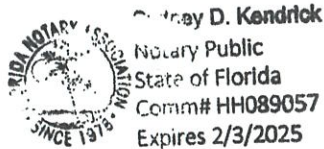
By: 
Print Name: John Valantasis
Its: Chairman

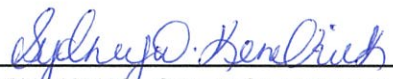

Print Name: Matthew Spolz

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of September, 2024, by John Valantasis, as Chairman of the Ormond Station Community Development District, on behalf of the District, who ☒ is personally known to me or ☐ has produced _____ as identification.

[Affix Seal Here]




NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Sydney D. Kendrick
My Commission Expires: 2/3/2025
Commission Number: HH089057

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

CORRECTIVE QUIT CLAIM DEED¹

THIS QUIT CLAIM DEED is made to be effective as of the 28th day of August, 2024, by and between **ADJ IRIS, LLC**, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is 444 Seabreeze Boulevard, Daytona Beach, Florida 32118 ("**Grantor**"), and **ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Flagler County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Flagler, State of Florida, and more particularly below ("**Property**"):

Tracts RW-1 (Roadway), Tracts C and E (Conservation) and Tracts B and D (Stormwater Management & Drainage Purposes), *Gardenside Phase 1 at Ormond Station*, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such

¹ This *Corrective Special Warranty Deed* has been executed and delivered for the purpose of correcting the referenced Plat Book Page Numbers and removing RW-2 from the tracts to be conveyed from the Grantor to the Grantee in that certain *Quit Claim Deed*, recorded on July 26, 2024, at Book 2888, Pages 707, of the Official Records of Flagler County, Florida ("Original Deed").

conveyance is subject to all matters of record; however, reference hereto shall not operate to reimpose the same.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns (including D.R. Horton, Inc.), and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns (including D.R. Horton, Inc.), non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to construct, install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all amenity, landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor (or D.R. Horton, Inc.) to maintain, repair or replace any part of the Property or improvements located thereon.

NOTE: Nothing herein shall be construed to waive Grantor's consideration in the improvements located on the Property, or any rights that the Grantor may have under any acquisition agreement(s) between the Grantor and Grantee and for payment by the Grantee for such improvements. Instead, Grantor reserves all such rights, and payment for any improvements shall be governed by separate conveyance documents between the parties and evidenced by a final bill of sale.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

ADJ IRIS, LLC, a Florida limited liability company

By: _____

Name: Justin BullockAddress: 444 Seabreeze Blvd Suite 805Daytona Beach, FL 32118

By: AJ-DJ STOKES, LLC, a Florida limited liability company, Manager

By: _____

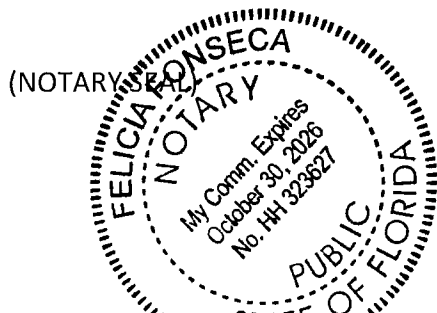
Anand Jobalia, Manager

By: _____

Name: JASON HILWINKAAddress: 444 SEA BREEZE BLVD, STE 805DAYTONA BEACH, FL 32118

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of August, 2024, by Anand Jobalia, as Manager of AJ-DJ STOKES, LLC, a Florida limited liability company, as Manager of ADJ IRIS, LLC, a Florida limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF Florida

Name: Felicia Fonseca

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made to be effective as of the 18 day of Sept, 2024, by and between **US CAPITAL ALLIANCE, LLC**, a Florida limited liability company, the owner of lands within the boundary of the District, and whose mailing address is 111 Coleman Boulevard, Suite 400, Mount Pleasant, South Carolina 29464 ("**Grantor**"), and **ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Flagler County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Flagler, State of Florida, and more particularly below ("**Property**"):

Tracts RW-2 (Roadway), Gardenside Phase 1 at Ormond Station, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to reimpose the same.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns (including D.R. Horton, Inc.), and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns (including D.R. Horton, Inc.), non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to construct, install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all amenity, landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor (or D.R. Horton, Inc.) to maintain, repair or replace any part of the Property or improvements located thereon.

NOTE: Nothing herein shall be construed to waive Grantor's consideration in the improvements located on the Property, or any rights that the Grantor may have under any acquisition agreement(s) between the Grantor and Grantee and for payment by the Grantee for such improvements. Instead, Grantor reserves all such rights, and payment for any improvements shall be governed by separate conveyance documents between the parties and evidenced by a final bill of sale.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

US CAPITAL ALLIANCE, LLC, a Florida
limited liability company

By: [Signature]
Name: Fanny Leon
Address: 20533 Biscayne Blvd. Aventura
Fl. 33180

By: Hunter's Ridge Acquisition &
Development, LLC, a Delaware
limited liability company, its
Manager

By: [Signature]
Name: Ken Gil
Address: 20533 Biscayne Blvd.
Aventura Fl. 33180

By: Hunter's Ridge Manager, LLC, a
Delaware limited liability company,
its Manager

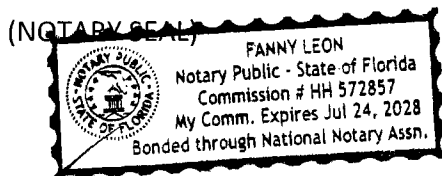
By: [Signature]
Its: Glen Fishman
Member

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Sept, 2024, by Glen Fishman as Manager of Hunter's Ridge Manager, LLC, a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition & Development, LLC, a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition & Development, LLC, a Florida limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced Fl. D.L.C. as identification.

NOTARY PUBLIC, STATE OF Florida

Name: Fanny Leon
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[GARDENSIDE PHASE 1 AT ORMOND STATION]**

THIS EASEMENT AGREEMENT is made and entered into this 12 day of September, 2024, by and among:

ADJ Iris, LLC, a Florida limited liability company, the owner and developer of certain lands within the boundary of the District, and whose mailing address is 444 Seabreeze Boulevard, Daytona Beach, Florida 32118 ("**Developer**"); and

Us Capital Alliance, LLC, a Florida limited liability company, the owner of certain lands within the boundary of the District, and whose mailing address is 111 Coleman Boulevard, Suite 400 ("**Owner**"); and

Ormond Station Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 10192 Dowden Road, Orlando, Florida 32832 ("**Association**"); and

Ormond Station Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Flagler County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, the Developer, Owner and Association desire to formally grant to the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer, Owner, Association and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer, Owner and Association each grant to the District a perpetual easement over the Easement Areas and Developer, Owner and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

NOW THEREFORE, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer, Owner and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer's, Owner's and Association's respective interests, if any - ("**Easement Areas**") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "**Easement**"):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within **Tracts RW-1 and RW-2 (Roadways) and all drainage easement areas including those labeled "Drainage Easements" and "Drainage, Construction & Maintenance Easements," as identified on the plat entitled, Gardenside Phase 1 at Ormond Station, as recorded at Plat Book 41, Pages 40 - 46, of the Official Records of Flagler County, Florida; and**

3. **Inconsistent Use.** Developer, Owner and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys'

fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer, Owner and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer, Owner and Association and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer, Owner and Association.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. Public Records. Developer, Owner and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Owner, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

ADJ IRIS, LLC, a Florida limited liability company

By: _____

Name: Arthur Padlock

Address: 444 Seabreeze Blvd, Suite 605
Daytona Beach, FL 32118

By: AJ-DJ STOKES, LLC, a Florida limited liability company, Manager

By: _____

Anand Jobalia, Manager

By: _____

Name: JASON HILYNKIW

Address: 444 SEA BREEZE BLVD STE. 605
DAYTONA BEACH, FL 32118

STATE OF Florida
COUNTY OF Volusia

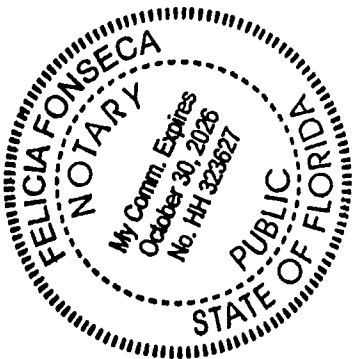
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of August, 2024, by Anand Jobalia, as Manager of AJ-DJ STOKES, LLC, a Florida limited liability company, as Manager of ADJ IRIS, LLC, a Florida limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF Florida

Name: Felicia Fonseca

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



[Signatures continue on following page]

WITNESS

By: [Signature]
 Name: Charles Ayala
 Address: 880 Airport Rd, Ste 113
Ormond Beach, FL 32174

By: [Signature]
 Name: Kirstan Jones
 Address: 51 Saddlers Run
Ormond Beach, FL 32174

US CAPITAL ALLIANCE, LLC, a Florida limited liability company

By: Hunter's Ridge Acquisition & Development, LLC, a Delaware limited liability company, its Manager

By: Hunter's Ridge Manager, LLC, a Delaware limited liability company, its Manager

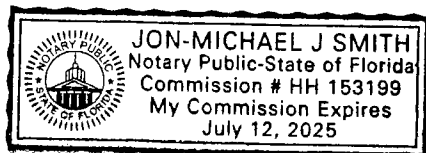
By: [Signature]
 Its: Glen Fishman
Manager

STATE OF Florida
 COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence ~~or~~ ☐ online notarization, this 27 day of August, 2024, by Glen Fishman, as Manager of Hunter's Ridge Manager, LLC, a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition & Development, LLC, a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition & Development, LLC, a Florida limited liability company, who appeared before me this day in person, and who is either personally known to me, ~~or produced~~ as identification.

[Signature]
 NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Jon-michael Smith
 (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESS

By: [Signature]
 Name: Gregory Hines
 Address: 10192 Darden Rd
Orlando FL 32832

By: [Signature]
 Name: Alexander Ibrahim
 Address: 10192 Darden Rd
Orlando, FL 32832

ORMOND STATION HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
 Name: Melissa Dusen
 Title: President

STATE OF Florida
 COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of August, 2024, by Melissa Dusen as President of Grove at Ormond Station Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



Sydney D. Kendrick
 Notary Public
 State of Florida
 Comm# HH089057
 Expires 2/3/2025

[Signature]
 NOTARY PUBLIC, STATE OF Florida

Name: Sydney D. Kendrick
 (Name of Notary Public, Printed, Stamped or
 Typed as Commissioned)

[Signatures continue on following page]

WITNESS

ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
 Name: Alexander Leonchikov
 Address: 10192 Dowsden Rd.
Orlando, FL 32832

By: [Signature]
 Name: John Valentis
 Title: Chairman

By: [Signature]
 Name: Matthew Stolz
 Address: 10192 Dowsden Rd
Orlando, FL 32832

STATE OF FL
 COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of Sept., 2024, by John Valentis as Chairman of the Ormond Station Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced as identification.



Sydney D. Kendrick
 Notary Public
 State of Florida
 Comm# HH089057
 Expires 2/3/2025

[Signature]
 NOTARY PUBLIC, STATE OF Florida

Name: Sydney D Kendrick
 (Name of Notary Public, Printed, Stamped or
 Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS B

ASSIGNMENT OF RESPONSIBILITY
[HUNTER'S RIDGE BLVD ROUNDABOUT]

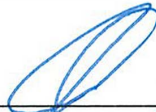
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Ormond Station Homeowners Association, Inc. ("**Assignor**") does hereby transfer, assign and convey unto Ormond Station Community Development District ("**District**" or "**Assignee**"), all of the rights and obligations of Assignor pursuant to that certain *Maintenance Agreement*, dated December 7, 2023 ("**Agreement**"), by and among Assignor, Assignee, Hunter's Ridge Homeowner's Association of East, Florida, Inc., and Hunters Ridge Residential Golf Properties, Inc. ("**Property Owner**"). Assignee does hereby assume all such rights and obligations of Assignor under the Maintenance Agreement. The Property Owner shall have the right to enforce the Maintenance Agreement against the District. Nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

Executed in multiple counterparts to be effective as of October 1, 2024.

**ORMOND STATION HOMEOWNERS
ASSOCIATION, INC.**

By: 
Printed Name: Melissa Dotson
Title: President

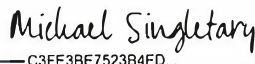
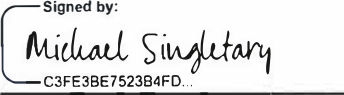
**ORMOND STATION COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Printed Name: John Valantasi
Title: Chairperson

**HUNTER'S RIDGE RESIDENTIAL GOLF
PROPERTIES, INC.**

By: 
Printed Name: Glen Fishman
Title: Xmember

**HUNTERS RIDGE HOMEOWNERS ASSOCIATION
OF EAST FLORIDA, INC.**

Signed by: 
By: 
Printed Name: Michael Singletary
Title: Chairperson

9/3/2024

9/3/2024

ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS C

AGREEMENT FOR CHLORINATOR SERVICES

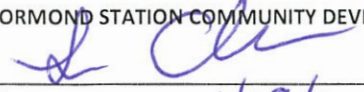
This "Agreement" is by and between: Ormond Station Community Development District ("District") and Earth Care Industries, Inc dated November 18, 2024 ("Contractor"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date first appearing above.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "Services" outlined in Exhibit A. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall at its cost obtain all permits, licenses, and other approvals necessary for providing the Services.
3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Five Hundred Dollars and Zero Cents (\$500.00) per month, as set forth in Exhibit A. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render invoices to the District, when applicable, in writing, which shall be delivered or mailed to the District. Each invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.
5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as Exhibit B. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 14 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
10. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
11. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
12. **ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.
13. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

14. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this document controls.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT


By: _____
Its: 11/19/24

EARTH CARE INDUSTRIES, INC.

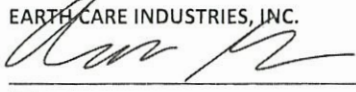

By: _____
Its: _____

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

Exhibit A: Proposal

Earth Care Industries, Inc.
P.O. Box 621828
Oviedo, FL 32762-1828
407-542-5755
aaron@earthcareind.com



Estimate

ADDRESS

Ormond Station CDD
Ormond Station CDD
c/o Wrathell, Hunt & Associates
2300 Glades Road
Suite 410W
Boca Raton, FL 33481

ESTIMATE # 1560

DATE 11/05/2024

ACTIVITY	QTY	RATE	AMOUNT
Rid O Rust Treatment Service - Monthly	1	500.00	500.00
BIWEEKLY SYSTEM CHECKS ADD RUST TREATMENT CHEMICAL AS NEEDED CHECK PUMP FOR PROPER OPERATION AND SETTINGS * CHEMICALS USED WILL BE BILLED AT A RATE OF \$42 PER GALLON JUG OF FORMULA 2000 * 8 GALLONS OF CHEMICAL INCLUDED IN MONTHLY SERVICES FEE			
TOTAL			\$500.00

Handwritten signature and date: 11/9/24

ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS DI

SECOND AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This Second Amendment ("**First Amendment**") is made and entered into this 16 day of September 2024, by and between:

Ormond Station Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Flagler County, Florida, and having offices at c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

The Greenery of North Florida, Inc. d/b/a The Greenery Inc., a Florida corporation, whose address is 1169 Indian Lake Road, Daytona Beach, Florida 32124 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

WHEREAS, on November 9, 2023, the District and the Contractor entered into an agreement for landscape and irrigation services ("**Services Agreement**"); and

WHEREAS, pursuant to Section 27 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

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

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

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

- A.** The Services Agreement is hereby amended to include the work described in the proposals attached hereto as **Exhibit 1** (the "**Work**"). The District

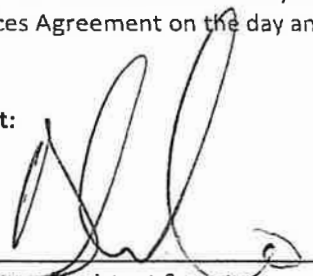
shall pay Contractor for the related costs as identified in **Exhibit 2** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Work upon completion of the Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit 1** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work. Any additional work shall be billed according to the pricing summary as identified in **Exhibit 3** attached hereto and incorporated herein by reference.

SECTION 3. To the extent that any terms or conditions found in the incorporated Exhibits conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

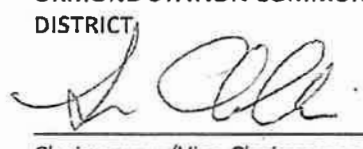
SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the Parties hereto have signed this Second Amendment to the Services Agreement on the day and year first written above.

Attest:


Secretary/Assistant Secretary

**ORMOND STATION COMMUNITY DEVELOPMENT
DISTRICT**


Chairperson/Vice Chairperson Assistant Secretary

**THE GREENERY OF NORTH FLORIDA, INC. D/B/A
THE GREENERY INC.**


By: Client Relations Manager

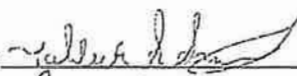
By: 
Its: Branch Manager

Exhibit 1: Proposals for Work
Exhibit 2: Cost Chart
Exhibit 3: Extra Services Pricing Summary

ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS DII

THIRD AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This Third Amendment ("**Third Amendment**") is made and entered into this 30th day of January, 2025, by and between:

Ormond Station Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Flagler County, Florida, and having offices at c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

The Greenery of North Florida, Inc. d/b/a The Greenery Inc., a Florida corporation, whose address is 1169 Indian Lake Road, Daytona Beach, Florida 32124 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

WHEREAS, on November 9, 2023, the District and the Contractor entered into an agreement for landscape and irrigation services ("**Services Agreement**"); and

WHEREAS, pursuant to Section 27 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

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

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

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

- A.** The Services Agreement is hereby amended to include the work described in the proposals attached hereto as **Exhibit 1** (the "**Work**"). The District

shall pay Contractor for the related costs as identified in **Exhibit 2** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Work upon completion of the Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit 1** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

SECTION 3. To the extent that any terms or conditions found in the incorporated Exhibits conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the Parties hereto have signed this Third Amendment to the Services Agreement on the day and year first written above.

Attest:

**ORMOND STATION COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson


By: CRM

**THE GREENERY OF NORTH FLORIDA, INC. D/B/A
THE GREENERY INC.**

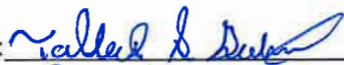
By: 
Its: Branch Manager

Exhibit 1: Proposal for Work

Exhibit 2: Fee Summary

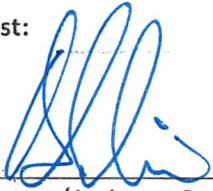
shall pay Contractor for the related costs as identified in **Exhibit 2** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Work upon completion of the Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit 1** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

SECTION 3. To the extent that any terms or conditions found in the incorporated Exhibits conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the Parties hereto have signed this Third Amendment to the Services Agreement on the day and year first written above.

Attest:



Secretary/Assistant Secretary

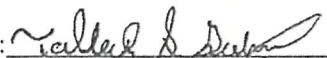
ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT



Chairperson/Vice Chairperson / Assistant Secretary

1/30/25

**THE GREENERY OF NORTH FLORIDA, INC. D/B/A
THE GREENERY INC.**

By: 
Its: Branch Manager

By: _____

Exhibit 1: Proposal for Work
Exhibit 2: Fee Summary

Exhibit 1:
Proposal for Work

 the greenery, inc. - EMPLOYEE OWNED -	\$	Annual
Addendum 3	\$	7961
Additional Areas Roundabout turf area		

Modification to Scope of Work

- A. Includes mowing services on outside of circle on Airport Rd.
Includes mowing on east side perimeter of Ormond Groves



EXHIBIT 2 - FEE SUMMARY

Contractor: The Greenery Inc

Address: 1169 indian lake Road
Daytona Beach FI 32124

Phone: 843-785-3848

Email: tahleekgaines@thegreeneryinc.com

Contact: Tahleek Gaines

Property: Ormond Station CDD

Groveside Addendum

Address: 2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Phone: 877-276-0889

Email: kantarzhia@whhassociates.com

Contact: Andrew Kantarzhi

Dates: 1/1/2025 through 12/31/2025

	2025 JAN	2025 FEB	2025 MAR	2025 APRIL	2025 MAY	2025 JUN	2025 JUL	2025 AUG	2025 SEP	2025 OCT	2025 NOV	2025 DEC	TOTAL
GENERAL SERVICES (Schedule A)	402	402	402	402	402	402	402	402	402	402	402	402	\$4,827
TURF CARE (Schedule B)	80		390		80	275				390			\$1,215
TREE/SHRUB CARE (Schedule C)													\$0
BEDDING PLANTS (Schedule D)													\$0
<i>Units Per Rotation</i> BED DRESSING (Schedule D)											371		\$371
<i>5 Yards of Bed Dressing</i> PALM TRIMMING (Schedule D)													\$0
<i>5 Sabal 0 Date 0 Ribbon</i> IRRIGATION MAINT. (Schedule E)	129	129	129	129	129	129	129	129	129	129	129	129	\$1,548
<i>2 Number of Zones</i>													
TOTAL FEE PER MONTH:	\$611	\$531	\$921	\$531	\$611	\$806	\$531	\$531	\$531	\$921	\$902	\$531	\$7,961
Flat Fee Schedule	\$663	\$663	\$663	\$663	\$663	\$663	\$663	\$663	\$663	\$663	\$663	\$663	\$7,961

Initials _____

ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS E

AGREEMENT FOR SERVICES

This "Agreement" is by and between: Ormond Station Community Development District ("District") and Tuff Turf Inc. dated Apr 11, 2025 ("Contractor"):

1. **EFFECTIVE DATE.** The Agreement shall be deemed effective as of the date of the full execution of the Agreement.
2. **SCOPE OF SERVICES.** The Contractor agrees to provide the "Services" outlined in Exhibit A. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
3. **COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in Exhibit A. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the Invoice date, an Invoice number, an Itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
4. **CARE OF DISTRICT PROPERTY.** Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.
5. **STANDARD OF CARE; INDEMNIFICATION.** Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance identified in the Certificate of Insurance attached hereto as Exhibit B. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
7. **SOVEREIGN IMMUNITY.** Contractor further agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
8. **TERMINATION.** The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 5 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
9. **WARRANTY.** Contractor shall take all necessary steps to assign any manufacturer's warranties to the District. The warranty provided herein shall survive the termination of this Agreement and is in addition to any warranties provided by law.
10. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.
11. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
12. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
13. **E-VERIFY.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
14. **CONFLICTS.** To the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this document controls.

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT

By: 
Its: 4/11/25

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

TUFF TURF INC.

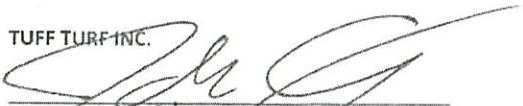
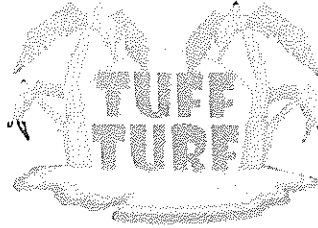
By: 
Its: Vice President

Exhibit A: Proposal

Tuff Turf, Inc
511 County Rd 415
New Smyrna Beach, FL 32168
386-760-4130 (Telephone)
www.tuffturflandscaping.com



Estimate

Date Estimate #
3/24/2025 1141

Name / Address

Ormond Station CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. Tuff Turf, Inc. will carry necessary insurance.

If estimate is accepted then all payment and payment plans are to be discussed with the owner, John, before work is scheduled.

Authorized Signature: _____

Project Lot Number

Item	Qty	Description	Rate	Total
Groveside @ Ormond Station				
DR HORTON	1	Install 4 bladder tanks and install 2 back-flows to pressurize system	6,200.00	6,200.00

Acceptance of Estimate: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event collection efforts become necessary, purchaser agrees to pay all costs and fees incurred for such collection.

Date of Acceptance: _____

Total \$6,200.00

Exhibit B: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 E-MAIL ADDRESS: melissa@catonhosey.com FAX (A/C, No): (386) 760-1770
INSURED Tuff Turf, Inc., DBA: Tuff Turf Landscaping & Irrigation 511 N C.R. 415 NEW SMYRNA BEACH FL 32168	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: Technology Insurance Company INSURER C: Federal Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2522534159**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	TRA4277047	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			TRA4277047	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Basic \$ 10,000	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	Y	TWC4579618	03/01/2025	03/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented & Leased Equipment			4546-91-68 EUC	03/01/2025	03/01/2026	Limit \$200,000 Deductible \$1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ormond Station CDD is included as an Additional Insured for General Liability with respect to operations of the Named Insured where required by written contract. A Waiver of Subrogation applies with respect to General Liability and Worker's Compensation where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Ormond Station CDD 2300 Glades Rd Suite 410W Boca Raton FL 33431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	3/1/2025	Policy No.	TWC4579618	Endorsement No.	0
Insured	Tuff Turf, Inc.			Premium \$	45,933
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
 - Reasonable force
- B. Liquor Liability Coverage Extension**
- C. Non-Owned Watercraft**
 - Increased to 60 feet
- D. Non-Owned Aircraft**
- E. Damage To Property - Borrowed Equipment**
- F. Damage To Premises Rented To You**
- G. Personal And Advertising Injury**
 - Contractual Personal and Advertising Injury
 - Exclusions
- H. Supplementary Payments**
 - Bail Bonds - \$2,500
 - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status**
 - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
 - Managers or Lessors of Premises
 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened**
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
 - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence**
- L. Other Insurance Condition Amended**
- M. Unintentional Failure To Disclose Hazards**
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. Liberalization**
- P. Definitions**
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion a. is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions c. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g.2(a)** is replaced with the following:

- (a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. Aircraft, Auto or Watercraft**, the following is added:

- (6) An aircraft you do not own provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions**, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusion c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Item 2. Exclusions e. Contractual Liability is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item 2. Exclusions:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.b. is replaced with the following:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.d. is replaced with the following:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSURED - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through f. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

- (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an Interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:
- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **6. Representations**, the following is added:

- d.** Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item **3.** is deleted and replaced with the following:

- 3.** "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item **9.** is deleted and replaced with the following:

- 9.** "Insured Contract" means:
 - a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item 14. the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

Finally, a well tank specifically designed for contractors!

You want to install the best possible tank for your clients, but let's face it, you won't get the job if you can't do it at a competitive price. Engineered with installers' needs in mind, FLEX 2 PRO well tanks deliver the same CAD-2 technology we offer in our high-end-tanks, at a price point that contractors love.

So, if you want to give your clients unmatched performance for a down-to-earth price, FLEX 2 PRO is the best bang for your buck!



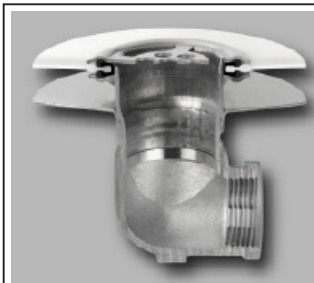
16 - gauge solid steel tank, finished with highest quality urethane paint to stand up to the dampest basement or crawl space.

CAD-2

CAD-2 diaphragm technology: strong, 100% butyl diaphragm and copolymer polypropylene lower water chamber for maximum water and air separation.

Steel clench ring regulates movement and prevents diaphragm from rubbing against tank wall.

Condensation-reducing design virtually eliminates external corrosion.



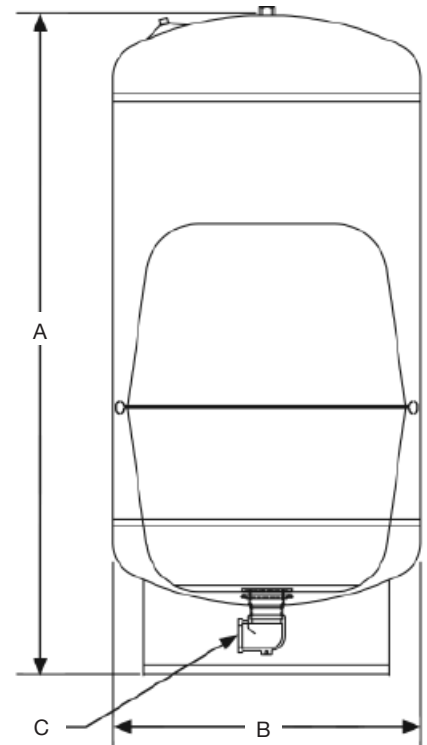
Patented, welded, stainless steel water connection has separate air and water seals.





WWT SERIES

Well Tank



MATERIALS OF CONSTRUCTION

- **Tank:** 16-gauge cold rolled steel
- **Finish:** Appliance-quality paint for indoor or outdoor installation
- **Water chambers:** Top diaphragm is 100% butyl rubber, lower water chamber is copolymer polypropylene
- **Connection:** Welded stainless steel NPT thread
- **Air valve:** Brass valve with O-ring seal
- **Testing:** High pressure, seam weld, helium, final precharge check
- **Warranty:** 5 year



DIMENSIONS & CAPACITIES

Model	Total Tank Volume		A Height		B Diameter		C Connection	Total Weight	
	gal	liters	in	cm	in	cm		lbs	kilos
WWT 14	14	60	22	55.88	16	40.64	1" NPT	28.0	12.7
WWT 20	20	80	29	73.66	16	40.64	1" NPT	36.0	16.3
WWT 25	26	100	34.5	87.63	16	40.64	1" NPT	41.0	18.6
WWT 30	32	120	27.75	70.48	21	53.34	1 1/4" NPT	54.0	24.5
WWT 35	33.4	130	42.75	108.58	16	40.64	1 NPT	49.0	22.2
WWT 45	44	170	36.25	92.07	21	53.34	1 1/4" NPT	67.0	30.4
WWT 65	62	240	48	121.92	21	53.34	1 1/4" NPT	82.0	37.2
WWT 80	81	310	62	157.48	21	53.34	1 1/4" NPT	99.0	44.9
WWT 85	85	325	44.5	113.03	26	66.04	1 1/4" NPT	121.0	54.9
WWT 120	119	450	59.75	151.76	26	66.04	1 1/4" NPT	153.0	69.5

Maximum working pressure 125 psig. Maximum working temperature, internal & external 140° F. Tank pre-charge 38 psig.

QUICK SIZING CHART

Model	Total Tank Volume		Total Drawdown*					
	gal	liters	20/40		30/50		40/60	
	gal	liters	gal	liters	gal	liters	gal	liters
WWT 14	14	60	5.6	21.4	4.8	18.1	4.1	15.6
WWT 20	20	80	8.1	30.5	6.8	25.8	5.9	22.3
WWT 25	26	100	10.5	39.7	8.9	33.6	7.7	29.0
WWT 30	32	120	12.9	48.8	10.9	41.3	9.4	35.7
WWT 35	33.4	130	13.3	50.3	11.3	42.6	9.7	36.8
WWT 45	44	170	17.7	67.1	15.0	56.8	13.0	49.1
WWT 65	62	240	25.0	94.6	21.1	80.0	18.3	69.2
WWT 80	81	310	32.6	123.6	27.6	104.5	23.9	90.4
WWT 85	85	325	34.3	129.7	29.0	109.7	25.1	94.9
WWT 120	119	450	48.0	181.5	40.6	153.6	35.1	132.9

*Total drawdown assumes tank pre-charge set at 2 psi below cut-in pressure. Drawdown can be affected by many factors, including temperature, pressure, and elevation.



ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 59,873	\$ -	\$ 59,873
Deposit	2,705	-	2,705
Total assets	<u>\$ 62,578</u>	<u>\$ -</u>	<u>\$ 62,578</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Due to Landowner	\$ -	\$ 18,913	\$ 18,913
Landowner advance	6,000	-	6,000
Total liabilities	<u>6,000</u>	<u>18,913</u>	<u>24,913</u>
Fund balances:			
Restricted for:			
Debt service	-	(18,913)	(18,913)
Unassigned	56,578	-	56,578
Total fund balances	<u>56,578</u>	<u>(18,913)</u>	<u>37,665</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 62,578</u>	<u>\$ -</u>	<u>\$ 62,578</u>

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,273	\$ 116,659	\$ 115,150	101%
Landowner contribution	-	82,727	121,249	68%
Total revenues	<u>1,273</u>	<u>199,386</u>	<u>236,399</u>	84%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	14,033	48,000	29%
Legal	270	4,114	20,000	21%
Engineering	-	-	3,000	0%
Audit	-	-	4,800	0%
Dissemination agent*	-	-	1,000	0%
Telephone	16	117	200	59%
Postage	-	-	500	0%
Printing & binding	42	292	500	58%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	9,699	6,000	162%
Meeting room rental	-	-	648	0%
Contingencies/bank charges	91	1,831	960	191%
Tax collector	25	2,333	-	N/A
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,444</u>	<u>32,594</u>	<u>93,198</u>	35%

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Operations & maintenance				
Stormwater management				
Maintenance contract - wet ponds	565	4,520	13,200	34%
Wetland maintenance	-	4,008	-	N/A
Field operations management	625	4,375	7,500	58%
Field operations accounting	-	-	1,200	0%
Streetlighting	-	-	7,200	0%
Landscape maintenance				
Maintenance contract	3,044	18,262	40,476	45%
Plant replacement	-	372	3,500	11%
Irrigation repairs	412	6,583	2,500	263%
Landscape inspection	1,025	7,175	16,125	44%
Irrigation supply - community				
Electricity	1,559	10,591	12,000	88%
Repairs/maintenance	-	765	5,000	15%
Monuments/signage				
Repairs/maintenance/pressure washing	-	3,874	1,500	258%
Rust prevention	-	6,772	13,000	52%
Contingencies	-	760	20,000	4%
Road maintenance	-	6,975	-	N/A
Repair/maintenance rust system	-	250	-	N/A
Total field operations	<u>7,230</u>	<u>75,282</u>	<u>143,201</u>	53%
Total expenditures	<u>9,674</u>	<u>107,876</u>	<u>236,399</u>	46%
 Excess/(deficiency) of revenues over/(under) expenditures	 (8,401)	 91,510	 -	
 Fund balances - beginning	 <u>64,979</u>	 <u>(34,932)</u>	 <u>-</u>	
Fund balances - ending	<u>\$ 56,578</u>	<u>\$ 56,578</u>	<u>\$ -</u>	

**ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total debt service	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	<u>(18,913)</u>	<u>(18,913)</u>
Fund balances - ending	<u><u>\$ (18,913)</u></u>	<u><u>\$ (18,913)</u></u>

ORMOND STATION
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
ORMOND STATION COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Ormond Station Community Development District held Public Hearings and a Regular Meeting on August 29, 2024 at 10:30 a.m., at the Flagler County Government Services Building, 1769 E. Moody Blvd., Bldg. 2, First Floor Conference Room, Bunnell, Florida 32110.

Present:

John Valantasis	Chair
Matthew Stolz	Vice Chair
Lou Avelli	Assistant Secretary
Chase Allen	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Antonio Shaw	Operations Manager
Bennett Davenport (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 10:40 a.m.

Supervisors Avelli, Valantasis, Allen and Stolz were present. Supervisor Kendrick was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Kantarzhi presented Resolution 2024-18. He reviewed the proposed Fiscal Year 2025 budget and pointed out that the budget is unchanged from when it was last presented to the Board.

On MOTION by Mr. Valantasis and seconded by Mr. Stolz, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Stolz and seconded by Mr. Valantasis, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Valantasis and seconded by Mr. Avelli, with all in favor, Resolution 2024-18, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2024-19, Providing for Funding for the Fiscal Year 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Kantarzhi presented Resolution 2024-19 and read the title.

71
72 **On MOTION by Mr. Stolz and seconded by Mr. Valantasis, with all in favor, the Public**
73 **Hearing was opened.**

74
75
76 No affected property owners or members of the public spoke.

77
78 **On MOTION by Mr. Stolz and seconded by Mr. Valantasis, with all in favor, the Public**
79 **Hearing was closed.**

80
81
82 In response to a Board Member's question regarding the Resolution, Mr. Kantarzhi stated this
83 allows the CDD to fund the budget and place Operation and Maintenance (O&M) assessments on the
84 tax rolls. Mr. Davenport stated Resolution 2024-19 pertains to the O&M component of the special
85 assessments and levies the assessments on the expenditures contemplated in the budget that was just
86 approved.

87
88 **On MOTION by Mr. Avelli and seconded by Mr. Allan, with all in favor, Resolution**
89 **2024-19, Providing for Funding for the Fiscal Year 2025 Adopted Budget(s); Providing**
90 **for the Collection and Enforcement of Special Assessments, Including but Not Limited**
91 **to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for**
92 **Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an**
93 **Effective Date, was adopted.**

94
95
96 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-15, Designating
Dates, Times and Locations for Regular Meetings
of the Board of Supervisors of the District for
Fiscal Year 2024/2025 and Providing for an
Effective Date**

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98
99
100
101
102 This item was deferred.

103
104 **SIXTH ORDER OF BUSINESS**

**Consideration of Goals and Objectives Reporting
[HB7013 - Special Districts Performance Measures
and Standards Reporting]**

108 Mr. Kantarzhi presented the Memorandum explaining the new requirement for special districts
109 to develop goals and objectives annually and develop performance measures and standards to assess
110 the achievement of the goals and objectives. Community Communication and Engagement,
111 Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key
112 categories to focus on for Fiscal Year 2025. He presented the Performance Measures/Standards &
113 Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

114

115 **On MOTION by Mr. Avelli and seconded by Mr. Valantasis, with all in favor, the Goals**
116 **and Objectives and the Performance Measures/Standards & Annual Reporting Form,**
117 **were approved.**

118

119

120 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-12, Designating
the Location of the Local District Records Office
and Providing an Effective Date**

121

122

123

124 This item was deferred.

125

126 **EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as
of July 31, 2024**

127

128

129 **On MOTION by Mr. Avelli and seconded by Mr. Valantasis, with all in favor, the**
130 **Unaudited Financial Statements as of July 31, 2024, were accepted.**

131

132

133 **NINTH ORDER OF BUSINESS**

**Approval of June 27, 2024 Regular Meeting
Minutes**

134

135

136 **On MOTION by Mr. Valantasis and seconded by Mr. Allen, with all in favor, the June**
137 **27, 2024 Regular Meeting Minutes, as presented, were approved.**

138

139

140 **TENTH ORDER OF BUSINESS**

Staff Reports

141

142 **A. District Counsel: Kutak Rock LLP**

143 **B. District Engineer: Madden, Moorhead & Stokes, LLC**

144 There were no reports from District Counsel or the District Engineer.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **0 Registered Voters in District as of April 15, 2024**
- **NEXT MEETING DATE: TBD**
 - **QUORUM CHECK**

The next meeting date is to be determined.

D. Field Operations: Wrathell, Hunt and Associates, LLC

There was no report.

ELEVENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

Mr. Kantarzhi and Mr. Shaw responded to questions about paying invoices submitted in October or November before the tax revenues are received, a pump that was replaced and if the HOA is responsible for ownership and maintenance of two areas that are being developed on the opposite side of the roadway.

Discussion ensued regarding St. Augustine grass, the landscaper, a railing, DR Horton, curb and gutter maintenance and maintenance in the Woodside and Gardenside developments.

Mr. Shaw will inspect the roundabout, the railing and the landscape in and around the CDD and report his findings at the next meeting.

TWELFTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Stolz and seconded by Mr. Valantasis, with all in favor, the meeting adjourned at 11:06 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair