

SHADOWLAWN

COMMUNITY DEVELOPMENT

DISTRICT

June 23, 2023

BOARD OF SUPERVISORS

PUBLIC HEARING

AND REGULAR

MEETING AGENDA

SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Shadowlawn 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

June 16, 2023

Board of Supervisors
Shadowlawn Community Development District

Dear Board Members:

The Board of Supervisors of the Shadowlawn Community Development District will hold a Public Hearing and Regular Meeting on June 23, 2023 at 11:00 a.m., at Reinhold Corporation, 1845 Town Center Blvd, Suite 105, Fleming Island, Florida 32003. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Public Hearing to Consider the Adoption of the Fiscal Year 2023/2024 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2023-13, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
4. Consideration of Fiscal Year 2024 Budget Funding Agreement
5. Consideration of Resolution 2023-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
6. Consideration of Clay County Utility Authority Interlocal Agreement
7. Acceptance of Unaudited Financial Statements as of May 31, 2023
8. Approval of Minutes
 - A. April 14, 2023 Special Meeting
 - B. May 18, 2023 Special Meeting
9. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*

ATTENDEES:

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

- B. District Engineer: *England-Thims & Miller, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2023
 - NEXT MEETING DATE: TBD
 - QUORUM CHECK

| | | | | |
|--------|-------------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | GEORGE M. EGAN | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | JACOB F. BRYAN, V | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | P. COOPER MURPHY | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | F. PETER WILLIAMS | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | ANN BRYAN | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,


Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT

3A

CLAY TODAY

PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT
CLAY TODAY
Published Weekly
Fleming Island, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personally appeared Hugh Osteen, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of advertisement

Being a Notice of Public Hearing

In the matter of Fiscal year 2023/2024 Budget
Regular board of Supervisors Meeting June 23,2023

LEGAL: 70554

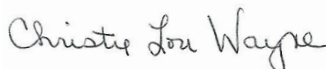
Was published in said newspaper in the issues:

6/8/2023 and 6/15/2023

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to me and subscribed before me 06/15/2023



NOTARY PUBLIC, STATE OF FLORIDA

3513 US HWY 17 Fleming Island FL 32003
Telephone (904) 264-3200
FAX (904) 264-3285
E-Mail: legal@claytodayonline.com
Christie Wayne christie@osteenmediagroup.com

SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Shadowlawn Community Development District ("District") will hold a public hearing on June 23, 2023 at 11:00 a.m., at Reinhold Corporation, 1845 Town Center Blvd, Suite 105, Fleming Island, Florida 32003 for the purpose of hearing comments and objections on the adoption of the budget of the District for the fiscal year beginning October 1, 2023 through September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and proposed budgets may be obtained at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 ("District Manager's Office"), during normal business hours.

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

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

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

Craig Wrathell
District Manager
Legal 70554 Published 6/8/2023 and
6/15/2023 in Clay County's Clay Today newspaper

SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2023-13

THE ANNUAL APPROPRIATION RESOLUTION OF THE SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Shadowlawn Community Development District (“**District**”) the proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

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

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Shadowlawn Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$106,102 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

| | |
|--------------------|------------------|
| TOTAL GENERAL FUND | <u>\$106,102</u> |
| TOTAL ALL FUNDS | \$106,102 |

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

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

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 23RD DAY OF JUNE, 2023.

ATTEST:

**SHADOWLAWN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A: Fiscal Year 2023/2024 Budget

**SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT
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**SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

| | Fiscal Year 2023 | | | | Proposed Budget FY 2024 |
|--|------------------------------|--------------------------------|-----------------------------------|--|-------------------------------|
| | Adopted Budget FY 2023 | Actual through 2/28/2023 | Projected through 9/30/2023 | Projected Revenue & Expenditures | |
| REVENUES | | | | | |
| Landowner contribution | \$ 106,102 | \$ 15,758 | \$ 90,344 | \$ 106,102 | \$ 106,102 |
| Total revenues | <u>106,102</u> | <u>15,758</u> | <u>90,344</u> | <u>106,102</u> | <u>106,102</u> |
| EXPENDITURES | | | | | |
| Professional & administrative | | | | | |
| Supervisors | 8,612 | 1,507 | 7,105 | 8,612 | 8,612 |
| Management/accounting/recording** | 48,000 | 10,000 | 38,000 | 48,000 | 48,000 |
| Legal | 25,000 | 3,424 | 21,576 | 25,000 | 25,000 |
| Engineering | 2,000 | - | 2,000 | 2,000 | 2,000 |
| Audit | 5,500 | - | 5,500 | 5,500 | 5,500 |
| Arbitrage rebate calculation* | 500 | - | 500 | 500 | 500 |
| Dissemination agent* | 1,000 | - | 1,000 | 1,000 | 1,000 |
| Trustee* | 5,500 | - | 5,500 | 5,500 | 5,500 |
| Telephone | 200 | - | 200 | 200 | 200 |
| Postage | 500 | 83 | 417 | 500 | 500 |
| Printing & binding | 500 | 208 | 292 | 500 | 500 |
| Legal advertising | 1,700 | 459 | 1,241 | 1,700 | 1,700 |
| Annual special district fee | 175 | 175 | - | 175 | 175 |
| Insurance | 5,500 | 5,000 | 500 | 5,500 | 5,500 |
| Contingencies/bank charges | 500 | 444 | 56 | 500 | 500 |
| Website hosting & maintenance | 705 | - | 705 | 705 | 705 |
| Website ADA compliance | 210 | - | 210 | 210 | 210 |
| Total expenditures | <u>106,102</u> | <u>21,300</u> | <u>84,802</u> | <u>106,102</u> | <u>106,102</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | - | (5,542) | 5,542 | - | - |
| Fund balance - beginning (unaudited) | - | - | (7,033) | - | - |
| Fund balance - ending (projected) | - | - | - | - | - |
| Unassigned | - | (1,491) | (1,491) | - | - |
| Fund balance - ending | <u>\$ -</u> | <u>\$ (7,033)</u> | <u>\$ (1,491)</u> | <u>\$ -</u> | <u>\$ -</u> |

*These items will be realized when bonds are issued

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

**SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

| | |
|--|--------------------------|
| Supervisors | \$ 8,612 |
| <p>Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.</p> | |
| Management/accounting/recording** | 48,000 |
| <p>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.</p> | |
| Legal | 25,000 |
| <p>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.</p> | |
| Engineering | 2,000 |
| <p>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.</p> | |
| Audit | 5,500 |
| <p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p> | |
| Arbitrage rebate calculation* | 500 |
| <p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p> | |
| Dissemination agent* | 1,000 |
| <p>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.</p> | |
| Trustee* | 5,500 |
| Telephone | 200 |
| Postage | 500 |
| <p>Telephone and fax machine.</p> | |
| Printing & binding | 500 |
| <p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p> | |
| Legal advertising | 1,700 |
| <p>Letterhead, envelopes, copies, agenda packages</p> | |
| Annual special district fee | 175 |
| <p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p> | |
| Insurance | 5,500 |
| <p>Annual fee paid to the Florida Department of Economic Opportunity.</p> | |
| Contingencies/bank charges | 500 |
| <p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p> | |
| Website hosting & maintenance | 705 |
| Website ADA compliance | 210 |
| Total expenditures | <u><u>\$ 106,102</u></u> |

SHADOWLAWN

COMMUNITY DEVELOPMENT DISTRICT

4

**SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement (the "Agreement") is made and entered into this 23rd day of June, 2023, by and between:

Shadowlawn Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Clay County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Dream Finders Homes, LLC, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256.

Recitals

WHEREAS, the District was established by an ordinance adopted by the County Commission of Clay County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2023/2024, which year commences on October 1, 2023, and concludes on September 30, 2024 (the "FY 2024 Budget"); and

WHEREAS, the FY 2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2024 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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 parties agree as follows:

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2024 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2024 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2024 Budget" in the public records of Clay County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed

Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Clay County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Clay County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 5. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the

event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2024 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2024 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Clay County, Florida.

SECTION 10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

ATTEST:

**SHADOWLAWN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

DREAM FINDERS HOMES, LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit B: Description of the Property

Exhibit A

Fiscal Year 2023/2024 Budget

Exhibit B

Description of the Property

October 1, 2021
Page 1 of 2

Work Order No. 21-398.00
File No. 128C-03.00A

Parcel 61

A portion of Sections 32 and 33, Township 5 South, Range 25 East, together with a portion of Sections 4 and 5, Township 6 South, Range 25 East, Clay County, Florida, being a portion of Blocks 7, 8 and 13, portions of Borden Road, Conway Avenue and Tebo Road, all 60 foot private rights of way, and a portion of Railroad Avenue, an 80 foot private right of way, all as depicted on Plat "A" of the Florida Farms and Industries Company's Property, recorded in Plat Book 2, page 27, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northerly line of said Section 33 and the Westerly right of way line of County Road No. 218, a public 100 foot right of way, as depicted on Florida Department of Transportation Right of Way Map Section No. 7112-102; thence South 00°06'42" East, along said Westerly right of way line, 2684.85 feet to its intersection with a Southerly line of Road Parcel, as described and recorded in Official Records Book 2905, page 547, of said Public Records; thence South 89°46'52" West, departing said Westerly right of way line and along said Southerly line, 50.00 feet to the Point of Beginning.

From said Point of Beginning, thence South 00°06'42" East, along a line parallel with and 50 feet Westerly of said Westerly right of way line of County Road No. 218, a distance of 3317.76 feet; thence North 81°52'31" West, 215.99 feet; thence North 67°23'49" West, 526.84 feet; thence South 49°58'52" West, 694.18 feet; thence North 87°38'17" West, 795.82 feet; thence North 08°43'03" East, 101.88 feet; thence North 02°03'51" West, 37.76 feet; thence South 86°53'17" West, 3.10 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 65°59'16", an arc length of 57.59 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 60°07'05" West, 54.45 feet; thence Northerly along the arc of a curve concave Easterly having a radius of 290.00 feet, through a central angle of 14°53'40", an arc length of 75.39 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 19°40'37" West, 75.18 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 160.00 feet, through a central angle of 59°34'13", an arc length of 166.35 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 42°00'54" West, 158.96 feet; thence Northwesterly along the arc of a curve concave Northeasterly having a radius of 496.00 feet, through a central angle of 40°32'40", an arc length of 350.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 51°31'40" West, 343.71 feet; thence North 31°15'20" West, 93.20 feet; thence North 58°44'40" East, 392.61 feet; thence North 64°05'42" East, 21.45 feet to a point on a non-tangent curve concave Northeasterly having a radius of 100.00 feet; thence

Parcel 61 (continued)

Northwesterly along the arc of said curve, through a central angle of $62^{\circ}39'52''$, an arc length of 109.37 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North $31^{\circ}15'20''$ West, 104.00 feet; thence South $53^{\circ}23'38''$ West, along a non-tangent line, 21.45 feet; thence South $58^{\circ}44'40''$ West, 392.61 feet; thence North $33^{\circ}27'52''$ West, 259.39 feet; thence South $87^{\circ}50'25''$ West, 465.96 feet; thence South $82^{\circ}55'30''$ West, 243.97 feet; thence North $74^{\circ}17'10''$ West, 128.57 feet; thence North $23^{\circ}08'12''$ West, 326.69 feet; thence South $82^{\circ}02'22''$ West, 727.17 feet; thence North $84^{\circ}17'33''$ West, 860.91 feet; thence North $03^{\circ}54'17''$ West, 380.42 feet; thence North $20^{\circ}52'51''$ East, 506.92 feet; thence North $33^{\circ}25'59''$ East, 1527.88 feet; thence North $57^{\circ}59'17''$ East, 352.37 feet; thence South $60^{\circ}55'39''$ East, 652.79 feet; thence South $46^{\circ}26'08''$ East, 249.96 feet; thence South $66^{\circ}09'14''$ East, 722.28 feet to a point lying on the Westerly line of School Site "X", as described and recorded in said Official Records Book 2905, page 547; thence South $00^{\circ}00'42''$ West, along said Westerly line, 1016.92 feet to the Southwesterly corner thereof; thence South $89^{\circ}59'37''$ East, along the Southerly line of said School Site "X", 1000.09 feet to the Southeasterly corner thereof; thence North $00^{\circ}00'07''$ West, along the Easterly line of said School Site "X", 1088.81 feet to the Northeasterly corner thereof; thence North $89^{\circ}59'42''$ West, along the Northerly line of said School Site "X", 60.00 feet to an angle point on said Southerly line of Road Parcel; thence North $00^{\circ}00'18''$ East, departing said Northerly line and along said Southerly line, 664.72 feet; thence North $89^{\circ}46'52''$ East, continuing along said Southerly line, 1589.94 feet to the Point of Beginning.

Containing 268.82 acres, more or less.

SHADOWLAWN

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2023-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Shadowlawn 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 2023/2024 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 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 23rd day of June, 2023.

ATTEST:

**SHADOWLAWN COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

| SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT | | |
|---|-----------------------------------|-------------|
| BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE | | |
| LOCATION | | |
| <i>Reinhold Corporation, 1845 Town Center Blvd., Suite 105, Fleming Island, Florida 32003</i> | | |
| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
| October __, 2023 | Regular Meeting | __:__ AM/PM |
| November __, 2023 | Regular Meeting | __:__ AM/PM |
| December __, 2023 | Regular Meeting | __:__ AM/PM |
| January __, 2024 | Regular Meeting | __:__ AM/PM |
| February __, 2024 | Regular Meeting | __:__ AM/PM |
| March __, 2024 | Regular Meeting | __:__ AM/PM |
| April __, 2024 | Regular Meeting | __:__ AM/PM |
| May __, 2024 | Regular Meeting | __:__ AM/PM |
| June __, 2024 | Regular Meeting | __:__ AM/PM |
| July __, 2024 | Regular Meeting | __:__ AM/PM |
| August __, 2023 | Regular Meeting | __:__ AM/PM |
| September __, 2024 | Regular Meeting | __:__ AM/PM |
| | | |

SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT

6

Shadowlawn Community Development District Agreement/Contract No. 2022/2023-_____

INTERLOCAL AGREEMENT

Between Shadowlawn Community Development District and The Clay County Utility Authority
Re: Road Work and Utility Work for the Improvement of a Portion of Cathedral Oaks West

THIS INTERLOCAL AGREEMENT is entered into between Shadowlawn Community Development District (District), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and the Clay County Utility Authority (CCUA).

WHEREAS, the District is currently engaged in the design and construction of road work improvements for a portion of Cathedral Oaks West in Clay County, Florida (the Road Work); and

WHEREAS, CCUA desires to perform utility work improvement and relocation within the County right of way and CCUA utility easements adjacent to the road work improvements (the Utility Work); and

WHEREAS, CCUA desires to coordinate with the District in order that one design firm, CEI firm and one construction contractor may be retained to facilitate the design and construction of both the Road Work and the Utility Work, collectively referred to as the Project; and

WHEREAS, the District agrees to accommodate CCUA in this regard so that CCUA may take advantage of the cost savings available when the Utility Work may be done at the same time as the Road Work; and

WHEREAS, the District will benefit by having CCUA perform the Utility Work at the same time as the Road Work in that the integrity of the road surface may be maintained and not cut by a later utility installation; and

WHEREAS, CCUA agrees to pay all costs associated with the incorporation of the Utility Work into the District's contracts for the design and construction of the Road Work so that all the Project work may be completed as an integrated whole; and

WHEREAS, the Parties acknowledge that while the joint installation of the Road Work and the Utility Work benefits both parties, the Utility Work is not a District project and the District accommodation to CCUA in adding the Utility Work to the Road Work is done in the interest of efficiency and the preservation of public resources of both governmental entities; and

WHEREAS, the Parties acknowledge that it is the intention of this Agreement that all costs associated with and attributable to the Utility Work be paid for entirely by CCUA, except for shared costs as provided for in Article 3.C. below; and

WHEREAS, the District and CCUA desire to establish their respective rights and responsibilities with respect to the Project.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the legal sufficiency of which is admitted by the Parties, the Parties agree as follows:

ARTICLE 1. Authority, General Responsibilities, and Condition Precedent.

This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", hereinafter referred to as the Act, and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:

A. All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the Parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

B. This Agreement does not and shall not be deemed to relieve any of the Parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the Parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

C. As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Clay County.

D. This Agreement shall be construed under the laws of the state of Florida, and venue for any actions arising out of this Agreement shall lie in Clay County. If any provision hereof is in conflict with any applicable statute or rule or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

ARTICLE 2. The Project.

The Project consists of the construction of the Road Work and the Utility Work within the Cathedral Oaks West and CR218 right of way and CCUA easements from Shadowlawn Elementary School to First Coast Expressway interchange, being approximately 1.8 miles. The District and CCUA acknowledge that this project may be authorized in one or more phases. Each phase will be an amendment between the District, the CCUA and the Consultant.

ARTICLE 3. Obligations of the District.

A. The District has contracted with England-Thims & Miller, Inc. (Consultant) for design services necessary to develop the plan and specifications necessary to construct the Road Work, Utility Work and provide Construction Engineering Inspection (CEI) services. If CCUA determines not to proceed with Consultant's design services, CCUA shall provide an executed utility contingency work schedule to the District at the time CCUA provides notice of its intention to proceed with separate design services.

B. The District will enter into a contract for the construction of the Road Work. The District agrees at CCUA's request to either include the construction services necessary to construct the Utility Work or to seek an amendment to the District's construction contract to include the construction of the Utility Work. The construction contract or amendment thereto shall require the contractor to provide a single insurance policy and bond to protect the Project and to secure the payment and performance of both the Road Work and the Utility Work and to provide that the portion of the payment and performance bonds submitted by the contractor and attributable to the Utility Work be assignable to CCUA in the event it is necessary to pursue the bonds for defective Utility Work. The construction contract or amendment thereto shall contain the requirement that the contractor shall look to the District, and not to CCUA, for payment of the Utility Work and shall provide CCUA a two-year warranty, consistent with CCUA's standards and specifications for the Utility Work performed under this Agreement. If CCUA determines not to proceed with the Utility Work under the District's construction contract, CCUA shall provide an executed utility contingency work schedule to the District at the time CCUA provides notice of its intention to proceed with separate construction services.

C. The District shall be responsible for securing and paying for any required permits for the work necessary for completion of the Road Work.

D. The District shall ensure that the construction contract and any amendment thereto to include the Utility Work contains the requirement that the Project is properly insured against casualty and liability loss, and that worker's compensation coverage is also in place both during construction and upon completion.

E. The District will solely be responsible for the administration of the contract with the Consultant, of the construction contract, and of the CEI services for the Project. The District will provide all direction to the Consultant and the retained construction contractor in the performance of the Road Work or the Utility Work as well as to the CEI firm.

F. If the CEI discovers non-compliant Utility Work, the CEI will notify the CCUA and the District immediately. CCUA will then request a meeting with the District's Project Manager to address the non-compliant work. The District agrees to meet with CCUA's representative to address non-compliant work. The District will thereafter give any direction to the Consultant, to the retained construction contractor and/or to the CEI firm to address any agreed upon non-compliant work.

G. In the event of an unforeseen or a change condition arising during the construction which affects the Utility Work, first, the District agrees to notify CCUA of these conditions, and second, the District and CCUA representatives agree to meet to verify the cause, determine any resolution to these conditions, and approve any issuance of a change order to the design and/or construction contract. In the event of an unforeseen utility conflict with the Road Work is found and documented during the construction of the Project, the District will notify CCUA of the conflict. The District and CCUA representatives agree to meet to verify the conflict, determine any resolution to the conflict, and approve any issuance of a change order to the design and/or construction contract to solve the unforeseen utility conflict. The District shall not be responsible for material, equipment, or structures directly tied to CCUA's utility system. CCUA shall not be responsible for material, equipment, or structures directly tied to the District's road or drainage systems. The District and CCUA shall negotiate and mutually determine the proper allocation of cost and schedule impacts of resolutions associated with unforeseen or changes in existing conditions in the Project.

H. The District shall cause the CEI for the Project to ensure the construction contractor coordinates with CCUA on opening and closing CCUA valves, pressure testing, flushing, chlorination, de-chlorination, regulatory testing and main clearing, and public noticing procedures as required for the Utility Work. The CEI shall notify CCUA's Project Manager in advance of commencement of any procedures involved with CCUA's Utility Work that could affect public health and safety.

I. Following completion of construction, the District shall ensure the construction contractor prepares and provides to CCUA As-Built Survey and CAD Drawings prepared in accordance with CCUA "As-Built Specifications Standards Manual", latest edition, and minimum technical standards for surveying as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Final As-Built Drawings shall represent the Utility Work that was constructed.

ARTICLE 4. Obligations of CCUA.

In addition to CCUA obligations set forth elsewhere in this Agreement, CCUA has the following obligations:

A. CCUA agrees to pay to the District the full cost for amendments to the Consultant contract necessitated to include the Utility Work and for inclusion in the construction contract for Utility Work, along with CCUA's Utility Work, payment and performance bonds, and CEI costs. . CCUA will make such funds available pursuant to the Draw Schedule attached hereto as Exhibit A. The initial disbursement from the CCUA to the District under this Agreement shall be made upon the execution of the construction contract in an amount equal to the first two (2) draws of funds as set forth in Exhibit A. After such time that the District makes a payment to the contractor under the construction contract, CCUA shall immediately pay to the District within 3 business days an amount equal to the next succeeding draw as set forth in Exhibit A. This method of payment shall continue until the construction contract is complete.

B. CCUA agrees it has approved the attached plans and specifications for the Utility

Work.

C. CCUA shall be responsible for securing and paying for any required permits for its respective work necessary for completion of the Utility Work and shall coordinate the permit cycle times with the District.

D. CCUA agrees to designate a design representative for the Project who will receive, review, and respond within ten (10) working days to all questions and requests from the Consultant and the District.

E. CCUA agrees to designate a Project Manager and pay a pro-rata share of the cost of the District's Consultant's on-site CEI inspector (Article 3.A.) for the Project who will inspect the construction of the Utility Work portion. If the CEI representative discovers non-compliant work, such representative will notify the CCUA and the District immediately. CCUA will then request a meeting with the District's Project Manager to address these conditions. Under no circumstances may CCUA or any of its officers, contractors or agents give direction to the District's Consultant or construction contractor in the performance of the Road Work or the Utility Work or the District's Consultant in the performance of CEI services related to the Road Work or Utility Work.

F. In the event of an unforeseen or a change condition arising during the construction phase which affects the Utility Work or in the event of an unforeseen utility conflict with the Road Work is found, upon notification by the District of such conditions, CCUA agrees to meet with District representatives to verify the cause or conflict, determine any resolution to these conditions, and approve any issuance of a contract change order to the Consultant and/or construction contracts in accordance with Article 3.H. Upon approval of issuance of a contract change order to either of the contracts for the Utility Work portion of the Project by CCUA's Project Manager, if such change order is in an amount less than five (5) percent of the cost for the Utility Work in the respective contract, work may immediately proceed and no further approval is required. For any change order for Utility Work that exceeds such five (5) percent of the respective contract, approval by CCUA's Board of Supervisors must be obtained prior to beginning of work. CCUA shall reimburse the District for any expenses incurred by the District which are associated with an approved change order to the Utility Work. CCUA agrees to pay these expenses within thirty (30) calendar days, upon submittal of a statement therefor to CCUA by the District.

ARTICLE 5. Default or Disputes.

In the event either Party to this Agreement fails to meet any of its obligations hereunder, the other Party may terminate the Agreement.

ARTICLE 6. Transfer or Assignment.

Neither the District nor CCUA shall transfer or assign this Agreement, or any rights acquired hereunder, or grant any interest, privilege, or license whatsoever in connection with this Agreement unless first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld.

ARTICLE 7. Amendments.

Any changes in the provisions of this Agreement which are agreed to by the Parties shall be made by formal written amendment signed by both Parties.

ARTICLE 8. Project Management.

The Project Managers for the District and for CCUA are listed below and shall be the representative responsible for overall coordination of the Project. Either Party may change its Project Manager upon three (3) business day's prior written notice to the other Party.

District

Brian Landeweer, P.E
England-Thims & Miller, Inc.
14775 Old Saint Augustine Road
Jacksonville, Florida 32258
Telephone: 904-422-2244
Email: landeweerb@etminc.com

CCUA

Joe Paterniti, P.E.
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068
Telephone: 904-213-24512
Email: jpaterniti@clayutility.org

ARTICLE 9. Term.

The term of this Agreement shall commence on the effective date and continue through the completion of the Project Road Work and the completion of the associated Utility Work. At the expiration of the Term of this Agreement, the District and CCUA agree that each party hereto shall be released from any further obligations, liabilities or responsibilities arising out of or pursuant to this Agreement.

ARTICLE 10. Effective Date.

This Agreement shall commence and be effective on the date it is fully executed by the Parties hereto.

ARTICLE 11. Audit, Access to Records, and Repayment of Funds.

Both CCUA and the District shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. CCUA and the District shall keep the records of receipts and expenditures and copies of all invoices and supporting documentation for at least three (3) years after expiration of this Agreement and in any event shall meet all applicable requirements for retaining public records as required by Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws). In accordance with generally accepted governmental auditing standards, both CCUA and the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, CCUA and the District shall maintain all required records until the audit is completed and all questions are resolved. CCUA and the District will provide proper facilities for access to and inspection of all required records.

ARTICLE 12. Indemnity.

A. Subject to and within the provisions of Section 768.28, Florida Statutes, CCUA shall fully defend, protect, indemnify and hold harmless the District and all of its respective supervisors, directors, principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the successful contractor and persons employed or utilized by it in the performance of the Utility Work. In light of CCUA being a governmental entity, nothing herein is intended to serve as a waiver of CCUA's sovereign immunity protections nor does it extend CCUA's liability beyond the limits established in Section 768.28, Florida Statutes. Notwithstanding anything stated to the contrary in the Agreement, CCUA's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time.

B. Subject to and within the provisions of Section 768.28, Florida Statutes, the District shall fully defend, protect, indemnify and hold harmless CCUA and all of its respective supervisors, directors, principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the successful contractor and persons employed or utilized by it in the performance of the Road Work. In light of the District being a governmental entity, nothing herein is intended to serve as a waiver of the District's sovereign immunity protections nor does it extend the District's liability beyond the limits established in Section 768.28, Florida Statutes. Notwithstanding anything stated to the contrary in the Agreement, the District's obligation to compensate or indemnify is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes, as it may be amended from time to time.

C. The provisions of this Article shall survive any termination of this Agreement.

ARTICLE 13. Remedies.

The Parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary.

ARTICLE 14. Independent Contractor.

Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 15. Further Assurances.

Each of the Parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

ARTICLE 16. Waiver.

Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

ARTICLE 17. Severability.

Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

ARTICLE 18. Electronic Signature.

The Parties agree to utilize electronic signatures and that the digital signatures of the Parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the Parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

DATE: _____, 2023

**SHADOWLAWN COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
George Egan
Its Chairman

ATTEST:

DATE: _____, 2023

CLAY COUNTY UTILITY AUTHORITY

By: _____
Jeremy D. Johnston, PE, MBA
Its Executive Director

SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2023**

**SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2023**

| | General Fund | SRF - Cathedral Oak Pkwy. | Debt Service Fund | Total Governmental Funds |
|---|------------------|---------------------------------|-------------------------|--------------------------------|
| ASSETS | | | | |
| Cash | \$ 5,500 | \$ - | \$ - | \$ 5,500 |
| Due from SRF- Cathedral Oak Pkwy. | 500 | - | - | 500 |
| Due frm Developer | 17,510 | 155,329 | 7,338 | 180,177 |
| Total assets | <u>\$ 23,510</u> | <u>\$ 155,329</u> | <u>\$ 7,338</u> | <u>\$ 186,177</u> |
| LIABILITIES AND FUND BALANCES | | | | |
| Liabilities: | | | | |
| Accounts payable | \$ 11,166 | \$ 159,735 | \$ 7,339 | \$ 178,240 |
| Due to Landowner - Reinhold | - | 251,107 | 39,074 | 290,181 |
| Due to general fund | - | 500 | - | 500 |
| Accrued wages payable | 1,800 | - | - | 1,800 |
| Tax payable | 138 | - | - | 138 |
| Landowner advance | 6,000 | - | - | 6,000 |
| Total liabilities | <u>19,104</u> | <u>411,342</u> | <u>46,413</u> | <u>476,859</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | |
| Deferred receipts | 17,510 | - | - | 17,510 |
| Total deferred inflows of resources | <u>17,510</u> | <u>-</u> | <u>-</u> | <u>17,510</u> |
| Fund balances: | | | | |
| Restricted for: | | | | |
| SRF - Cathedral Oak Pkwy. | - | (256,013) | - | (256,013) |
| Debt service | - | - | (39,075) | (39,075) |
| Unassigned | (13,104) | - | - | (13,104) |
| Total fund balances | <u>(13,104)</u> | <u>(256,013)</u> | <u>(39,075)</u> | <u>(308,192)</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 23,510</u> | <u>\$ 155,329</u> | <u>\$ 7,338</u> | <u>\$ 186,177</u> |

**SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2023**

| | Current Month | Year to Date | Budget | % of Budget |
|--|--------------------|--------------------|----------------|----------------|
| REVENUES | | | | |
| Landowner contribution | \$ - | \$ 22,791 | \$ 106,102 | 21% |
| Total revenues | <u>-</u> | <u>22,791</u> | <u>106,102</u> | 21% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Supervisors | 1,076 | 3,445 | 8,612 | 40% |
| Management/accounting/recording** | 2,000 | 16,000 | 48,000 | 33% |
| Legal | 2,102 | 6,598 | 25,000 | 26% |
| Engineering | - | - | 2,000 | 0% |
| Audit | - | - | 5,500 | 0% |
| Arbitrage rebate calculation* | - | - | 500 | 0% |
| Dissemination agent* | - | - | 1,000 | 0% |
| Trustee* | - | - | 5,500 | 0% |
| Telephone | 16 | 133 | 200 | 67% |
| Postage | - | 20 | 500 | 4% |
| Printing & binding | 42 | 388 | 500 | 78% |
| Legal advertising | 62 | 521 | 1,700 | 31% |
| Annual special district fee | - | 175 | 175 | 100% |
| Insurance | - | 5,000 | 5,500 | 91% |
| Contingencies/bank charges | - | 444 | 500 | 89% |
| Website | | | | |
| Hosting & maintenance | - | 1,680 | 705 | 238% |
| ADA compliance | - | - | 210 | 0% |
| Total professional & administrative | <u>5,298</u> | <u>34,404</u> | <u>106,102</u> | 32% |
| Excess/(deficiency) of revenues over/(under) expenditures | (5,298) | (11,613) | - | |
| Fund balances - beginning | (7,806) | (1,491) | - | |
| Fund balances - ending | <u>\$ (13,104)</u> | <u>\$ (13,104)</u> | <u>\$ -</u> | |

*These items will be realized when bonds are issued

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

**SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - CATHEDRAL OAK PKWY.
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2023**

| | <u>Current Month</u> | <u>Year to Date</u> |
|--|----------------------------|----------------------------|
| REVENUES | <u>\$ -</u> | <u>\$ -</u> |
| Total revenues | <u>-</u> | <u>-</u> |
| EXPENDITURES | | |
| Capital outlay | <u>129,803</u> | <u>248,679</u> |
| Total expenditures | <u>129,803</u> | <u>248,679</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | (129,803) | (248,679) |
| Fund balances - beginning | <u>(126,210)</u> | <u>(7,334)</u> |
| Fund balances - ending | <u><u>\$ (256,013)</u></u> | <u><u>\$ (256,013)</u></u> |

**SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MAY 31, 2023**

| | <u>Current Month</u> | <u>Year To Date</u> |
|--|---------------------------|---------------------------|
| REVENUES | <u>\$ -</u> | <u>\$ -</u> |
| Total revenues | <u>-</u> | <u>-</u> |
| EXPENDITURES | | |
| Debt service | | |
| Cost of issuance | <u>3,618</u> | <u>17,824</u> |
| Total debt service | <u>3,618</u> | <u>17,824</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | (3,618) | (17,824) |
| Fund balances - beginning | <u>(35,457)</u> | <u>(21,251)</u> |
| Fund balances - ending | <u><u>\$ (39,075)</u></u> | <u><u>\$ (39,075)</u></u> |

SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT

**MINUTES OF MEETING
SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Shadowlawn Community Development District held a Special Meeting on April 14, 2023 at 11:00 a.m., at Reinhold Corporation, 1845 Town Center Blvd, Suite 105, Fleming Island, Florida 32003.

Present at the meeting were:

| | |
|---------------------------|---------------------|
| George Egan | Chair |
| Jacob Bryan | Vice Chair |
| Cooper Murphy | Assistant Secretary |
| Ann Bryan (via telephone) | Assistant Secretary |

Also present were:

| | |
|----------------------------------|------------------------------------|
| Craig Wrathell | District Manager |
| Jonathan Johnson (via telephone) | District Counsel |
| Kyle McGee | Kutak Rock LLP |
| Brian Landeweer | England-Thims & Miller, Inc. (ETM) |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 11:07 a.m.

Supervisors Egan, Jacob Bryan, and Murphy were present. Supervisor Ann Bryan attended via telephone. Supervisor Williams was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2023-10, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing

39 Severability; and Providing an Effective
40 Date
41

42 Mr. Wrathell presented Resolution 2023-10. He reviewed the proposed Fiscal Year 2024
43 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal
44 Year 2023 budget, and explained the reasons for any changes.
45

46 **On MOTION by Mr. Bryan and seconded by Mr. Murphy, with all in favor,**
47 **Resolution 2023-10, Approving a Proposed Budget for Fiscal Year 2023/2024**
48 **and Setting a Public Hearing Thereon Pursuant to Florida Law for June 23, 2023**
49 **at 11:00 a.m., at Reinhold Corporation, 1845 Town Center Blvd., Suite 105,**
50 **Fleming Island, Florida 32003; Addressing Transmittal, Posting and Publication**
51 **Requirements; Addressing Severability; and Providing an Effective Date, was**
52 **adopted and authorizing Staff and the Chair to reschedule the date and**
53 **advertise accordingly if any issues arise with the date, time or location, was**
54 **approved.**

55
56 **FOURTH ORDER OF BUSINESS** **Consideration of ETM Fee Proposal for**
57 **Construction Engineering and Inspection**
58 **Services [CR218 Extension (Cathedral Oak**
59 **Parkway) Roadway]**
60
61

62 Mr. Wrathell presented the ETM Fee Proposal. Mr. Landeweer reviewed the proposal
63 and the scope of services.
64

65 **On MOTION by Ms. Bryan and seconded by Mr. Murphy, with all in favor, the**
66 **ETM Fee Proposal for Construction Engineering and Inspection Services related**
67 **to CR218 Extension, Cathedral Oak Parkway Roadway, was approved.**

68
69 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2023-11,**
70 **Regarding the Award of a Construction**
71 **Contract; Providing a Severability Clause;**
72 **and Providing an Effective Date**
73
74

75 Mr. Wrathell presented Resolution 2023-11.

76 Mr. Landeweer stated that the project was advertised and two bids were received.
77 Based on the bids, the intent is to award the contract to Vallencourt Construction Company,
78 Inc. (Vallencourt). He discussed the scope of the projects, duration of the project, phases.

79 It was noted that this is a standard road construction contract that the industry uses in
80 the public bid process.

81 Discussion ensued regarding asking Vallencourt to give the CDD a higher per cubic yard
82 contract credit for the dirt that Vallencourt will be excavating, such as asking them for \$2 per
83 cubic yard instead of the \$1 offered in the contract.

84 Mr. Johnson stated that is possible; the contract can be approved as proposed, and this
85 element can be negotiated and handled through a change order.

86 **A. Consideration of Agreement Between Shadowlawn Community Development District**
87 **and Vallencourt Construction Company, Inc. for Construction Contract**

88 These items were addressed following the Eighth Order of Business.

89

90 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-12,
Adopting Certain Amendments to the
District’s Record Retention Policy;
Addressing Conflicts and Severability; and
Providing for Severability and an Effective
Date**

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97 Mr. Wrathell presented Resolution 2023-12 Options 1 and 2. Mr. Johnson discussed
98 changes in the public records laws that now give more options of how public records are kept.
99 He reviewed Options 1 and 2. Option 1 involves allowing for records to be destroyed after a
100 certain time and Option 2 involves keeping everything but allows it to be kept electronically.

101 The consensus was to adopt Option 2.

102

**On MOTION by Mr. Bryan and seconded by Mr. Murphy, with all in favor,
Resolution 2023-12, Option 2, Adopting Certain Amendments to the District’s
Record Retention Policy; Addressing Conflicts and Severability; and Providing
for Severability and an Effective Date, was adopted.**

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109 SEVENTH ORDER OF BUSINESS Ratification of Clay County Agreements

110

111 Mr. Wrathell presented the following:

112 A. Tax Collector Agreement

113 B. Property Appraiser Agreement

114 C. Property Appraiser Non Disclosure Agreement

115

116 On MOTION by Mr. Bryan and seconded by Mr. Murphy, with all in favor, the
117 Clay County Tax Collector Agreement, Property Appraiser Agreement and
118 Property Appraiser Non Disclosure Agreement, were ratified.

119

120

121 EIGHTH ORDER OF BUSINESS Acceptance of Unaudited Financial
122 Statements as of February 28, 2023

123

124 Mr. Wrathell presented the Unaudited Financial Statements as of February 28, 2023.

125 Regarding submitting Developer-incurred engineering expenses to the CDD before
126 Vallencourt starts, Mr. Wrathell stated that the amounts and backup should be provided to Mr.
127 Johnson so he can prepare an acquisition of work product package for approval at a future
128 meeting.

129 Regarding the contribution of right-of-way (ROW) from Reinhold Corporation (Reinhold)
130 to the County, via plat, Mr. Egan stated that the School Board voted to dedicate the dirt it owns
131 under the current road to the County, at the time the County approves the plat, meaning the
132 School District is essentially giving the CDD conditional approval to convey the ROW to the
133 County. The preference is for Vallencourt to start construction on County property, not
134 Reinhold property. Mr. Landeweer stated that the plat was resubmitted to the County with
135 their comments addressed; the County’s goal is to have it on the May 8, 2023 Commission
136 meeting.

137 Mr. Egan stated that the CDD will receive mobility fee credits in exchange for building
138 the road and the amount is still being negotiated. The plan is to complete negotiations by the
139 end of the month and for it to also be on the Commission’s May 8, 2023 agenda, along with the

140 update to the impact fee agreement that Reinhold signed three years ago and recently signed
141 over to the CDD.

142 Regarding a notice to proceed, Mr. Egan stated that the contract will be approved and a
143 notice to proceed will be given but with conditions. Mr. Wrathell suspected that the
144 Vallencourt contract has a window of time in which to issue the Notice of Commencement. Mr.
145 Johnsons confirmed that a window of time is included in the contract.

146

147 **On MOTION by Mr. Bryan and seconded by Mr. Murphy, with all in favor, the**
148 **Unaudited Financial Statements as of February 28, 2023, were accepted.**

149

150

151 **▪ Discussion Resumed: Consideration of Resolution 2023-11, Regarding the Award of a**
152 **Construction Contract; Providing a Severability Clause; and Providing an Effective Date**

153 **A. Consideration of Agreement Between Shadowlawn Community Development**
154 **District and Vallencourt Construction Company, Inc. for Construction Contract**

155 Mr. Landeweer stated that bids were received on February 17, 2023 and evaluated and
156 ranked on February 22, 2023. In addition to himself, Mr. Chase Wilkeson of ETM, participated
157 in the scoring and ranking. He reported the following scoring and ranking of the respondents:

158 #1 Vallencourt Construction Company, Inc. 99 points

159 #2 J.B. Coxwell Contracting, Inc. 98 points

160

161 **On MOTION by Mr. Bryan and seconded by Mr. Murphy, with all in favor,**
162 **accepting the District Engineer's recommended scores and rankings, ranking**
163 **Vallencourt Construction Company, Inc., as the #1 ranked respondent for the**
164 **County Road 218 Extension Project, was approved.**

165

166

167 **On MOTION by Mr. Bryan and seconded by Mr. Murphy, with all in favor,**
168 **Resolution 2023-11, Regarding the Award of a Construction Contract to**
169 **Vallencourt Construction Company, Inc.; Providing a Severability Clause; and**
170 **Providing an Effective Date, was adopted, and the Construction Contract with**
171 **Vallencourt Construction Company, Inc., authorizing the Chair or Vice Chair to**
172 **execute the contract and giving both the discretion as to when to issue the**
173 **Notice to Proceed, was approved.**

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Mr. Murphy asked if the CDD needs to worry about the insurance provision in the contract since the road is going to the County. Mr. Johnson stated, if the CDD purchases materials, the risk of loss and delivery is on the CDD, so builder’s risk insurance will be needed.

Discussion ensued regarding material purchases, contract provisions regarding materials and CDD purchases of materials, etc.

NINTH ORDER OF BUSINESS

Approval of February 9, 2023 Public Hearings and Regular Meeting Minutes

On MOTION by Mr. Bryan and seconded by Mr. Murphy, with all in favor, the February 9, 2023 Public Hearings and Regular Meeting Minutes, as presented, were approved.

189
190

TENTH ORDER OF BUSINESS

Staff Reports

191
192

A. District Counsel: Kutak Rock LLP

B. District Engineer: England-Thims & Miller, Inc.

District Counsel and the District Engineer had nothing further to report.

196

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

197
198

Mr. Wrathell stated that a proposal was received for gopher tortoise permitting and relocation. He reviewed the scope of the proposal and the cost for the services.

199

On MOTION by Mr. Bryan and seconded by Mr. Murphy, with all in favor, amending the agenda to include consideration of the Peacock Consulting Group, LLC proposal, was approved.

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▪ **Peacock Consulting Group, LLC**

This item was an addition to the agenda.

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Mr. Wrathell noted that a few items on the proposal have a variable cost depending on the number of tortoises, etc.

209

210

211

212

On MOTION by Mr. Bryan and seconded by Mr. Murphy, with all in favor, the Peacock Consulting Group, LLC, proposal for gopher tortoise permitting and relocation, in the amount of approximately \$15,000, was approved.

213

214

215

- **NEXT MEETING DATE: TBD**

216

- **QUORUM CHECK**

217

The next meeting will be on June 23, 2023 at 11:00 a.m.

218

219 **ELEVENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

220

221

There were no Board Members' comments or requests.

222

223 **TWELFTH ORDER OF BUSINESS**

Public Comments

224

225

No members of the public spoke.

226

227 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

228

229

230

231

On MOTION by Mr. Bryan and seconded by Mr. Murphy, with all in favor, the meeting adjourned at 11:55 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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242 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

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**MINUTES OF MEETING
SHADOWLAWN COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Shadowlawn Community Development District held a Special Meeting on May 18, 2023 at 4:00 p.m., at Reinhold Corporation, 1845 Town Center Blvd, Suite 105, Fleming Island, Florida 32003.

Present at the meeting were:

| | |
|--------------------------------|---------------------|
| George Egan | Chair |
| Jacob Bryan | Vice Chair |
| Cooper Murphy | Assistant Secretary |
| Ann Bryan (via telephone) | Assistant Secretary |
| Peter Williams (via telephone) | Assistant Secretary |

Also present were:

| | |
|------------------|-------------------|
| Craig Wrathell | District Manager |
| Jonathan Johnson | District Counsel |
| Kyle McGee | Kutak Rock LLP |
| Daniel Welch | District Engineer |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 4:05 p.m. Supervisors Egan, Jacob Bryan, and Murphy were present. Supervisors Williams and Ann Bryan attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Acceptance of Cathedral Oak Parkway
Right-of-Way and Stormwater & Drainage
Easements from Cathedral Oak LLC**

Mr. Wrathell presented the Cathedral Oak Parkway Right-of-Way and Stormwater and Drainage Easements from Cathedral Oak LLC for acceptance.

38 Mr. Johnson stated this and the next item work are part of the process that the
 39 Landowner, County and Staff are working through to ensure that the appropriate property
 40 interests end up in the hands of the County but in a way that ensures the mobility and other
 41 credits channel back to the CDD to pay the Landowner for the funds being supplied to the CDD.

42 Mr. Egan explained the multi-step process, which includes Reinhold Corporation
 43 (Reinhold) transferring the land for the right-of-way (ROW) and easements to Cathedral Oak
 44 LLC (Cathedral), followed by Cathedral transferring the ROW and the easements for the ponds
 45 and drainage ditches to the CDD, followed by the CDD conveying the ROW to the County via
 46 plat and conveying the easements via an easement document. Once the steps are completed,
 47 construction of the road can commence.

48

49 **On MOTION by Mr. Williams and seconded by Mr. Bryan, with all in favor,**
 50 **acceptance of the Cathedral Oak Parkway Right-of-Way and Stormwater and**
 51 **Drainage Easements from Cathedral Oak LLC, was approved.**

52

53

54 **FOURTH ORDER OF BUSINESS**

55 **Consideration of Conveyance of Cathedral**
 56 **Oak Parkway Right-of-Way and**
 57 **Stormwater & Drainage Easements to Clay**
 58 **County**

59

59 This item was discussed during the Third Order of Business.

60

61 **On MOTION by Ms. Williams and seconded by Mr. Murphy, with all in favor,**
 62 **conveyance of the Cathedral Oak Parkway Right-of-Way and Stormwater and**
 63 **Drainage Easements to Clay County, was approved.**

64

65

66 **FIFTH ORDER OF BUSINESS**

67 **Consideration of Amendment to Impact**
 68 **Fee Agreement**

69

69 Mr. Johnson stated that this is related to amending the previously approved Impact Fee
 70 Agreement related to the property transferring through the CDD as opposed to going from
 71 Reinhold and Cathedral Oak LLC, which sets forth that the CDD is entitled to the mobility and
 72 APF fee credits.

73 Mr. Eagan discussed calculating the value of what will be conveyed. The CDD will receive
 74 \$19.75 million in total consideration; \$2 million will be in cash and \$17.75 million will be in
 75 mobility fee credits. Upon dedication of the ROW and conveyance of the easements, the CDD
 76 will receive \$3.2 million in credits for the ROW and \$2.8 in credits for the easements as part of
 77 the \$17.75 million. When the road is completed and dedicated to the County, the CDD will
 78 receive the final \$11,743,000 in credits. The credits will be conveyed back to Cathedral as they
 79 become available to the CDD.

80 It was noted that APF fees are also imbedded in the document and are spread through
 81 acres that qualify for APF credits and those APF credits will also be transferred to Cathedral Oak
 82 LLC.

83

84 **On MOTION by Mr. Williams and seconded by Mr. Bryan, with all in favor, the**
 85 **Amendment to the Impact Fee Agreement, in substantial form, and authorizing**
 86 **the Chair to execute, was approved.**

87

88

89 **SIXTH ORDER OF BUSINESS**

**Consideration of Agreement to Acquire
 Wetland Mitigation Credits from
 Greenscreek Mitigation Bank**

90

91

92

93 Mr. Wrathell presented the Agreement to Acquire Wetland Mitigation Credits from
 94 Greenscreek Mitigation Bank.

95 It was noted that the wetland mitigation credits will total \$825,300.

96

97 **On MOTION by Mr. Williams and seconded by Mr. Bryan, with all in favor, the**
 98 **Agreement to Acquire Wetland Mitigation Credits from Greenscreek Mitigation**
 99 **Bank, in substantial form, and authorizing the Chair to execute, was approved.**

100

101

102 **SEVENTH ORDER OF BUSINESS**

**Consideration of Any Other Matters
 Relating to Cathedral Oak Parkway**

103

104

105 No other action is required at this time.

106

107 **EIGHTH ORDER OF BUSINESS**

Staff Reports

108

109 A. District Counsel: Kutak Rock LLP

110 B. District Engineer: England-Thims & Miller, Inc.

111 District Counsel and the District Engineer had nothing further to report.

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

- 113 • NEXT MEETING DATE: June 23, 2023 at 11:00 AM [Adoption of Fiscal Year 2024
- 114 Budget]

- 115 ○ QUORUM CHECK

116

117 NINTH ORDER OF BUSINESS

Board Members' Comments/Requests

118

119 There were no Board Members' comments or requests.

120

121 TENTH ORDER OF BUSINESS

Public Comments

122

123 No members of the public spoke.

124

125 ELEVENTH ORDER OF BUSINESS

Adjournment

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| <p>128 On MOTION by Mr. Murphy and seconded by Mr. Bryan, with all in favor, the</p> <p>129 meeting adjourned at 4:23 p.m.</p> |
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

SHADOWLAWN
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



Chris H. Chambliss

Supervisor of Elections
Clay County, Florida

April 15, 2023

Shadowlawn Community Development District
Attn: Daphne Gillyard
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear Ms. Gillyard:

I have queried the number of eligible voters residing within the Shadowlawn Community Development District as of April 15, 2023. At this time, there are no registered voters residing within the district.

Please provide the contact information and term expiration dates for the current CDD Board Members. I can be reached via the contact information at the bottom of this page or via email at Lynn.Gaver@ClayElections.gov.

In an effort to keep our records updated please notify us of any changes to the Board due to resignations or appointments.

Thank you,

Lynn Gaver, MFCEP

Clay County Supervisor of Elections Office
P.O. Box 337 | 500 North Orange Ave.
Green Cove Springs, FL 32043
(904) 269-6350 Fax (904) 284-0935