

COPE'S LANDING

COMMUNITY DEVELOPMENT

DISTRICT

May 7, 2024

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Cope's Landing 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

April 30, 2024

Board of Supervisors
Cope's Landing Community Development District

Dear Board Members:

The Board of Supervisors of the Cope's Landing Community Development District will hold a Regular Meeting on May 7, 2024 at 3:00 p.m., at the Cope's Landing Amenity Center, 12123 Great Eagle Road, Jacksonville, Florida 32219. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Simmons Business Group, LLC d/b/a Greenpoint Landscaping Maintenance Agreement
4. Consideration of Resolution 2024-02, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Discussion: Amenity Policies
6. Acceptance of Unaudited Financial Statements as of March 31, 2024
7. Approval of April 2, 2024 Regular Meeting Minutes
8. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dunn & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: June 4, 2024 at 3:00 PM

○ QUORUM CHECK

SEAT 1	ROBERT "BOB" PORTER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	ANTHONY SHARP	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARK DEARING	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JOHN GISLASON	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JAMES TEAGLE	☐ IN PERSON	☐ PHONE	☐ NO

ATTENDEES:

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

NOTE: Meeting Time & Location

9. Board Members' Comments/Requests
10. Public Comments
11. Adjournment

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

COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT

3

**LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE COPE’S LANDING COMMUNITY DEVELOPMENT DISTRICT AND
SIMMONS BUSINESS GROUP, LLC D/B/A GREENPOINT LANDSCAPING**

THIS AGREEMENT (the “Agreement”) is effective this 1st day of October, 2024, by and between:

COPE’S LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Jacksonville, Duval County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

SIMMONS BUSINESS GROUP, LLC D/B/A GREENPOINT LANDSCAPING, a Florida limited liability company, with a mailing address of 6126 US Highway 1 North, St. Augustine, Florida 32095 (the “Contractor,” and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by ordinance of the City Commission of the City of Jacksonville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping, irrigation and other infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and without the boundaries of the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit A** and incorporated herein by reference (the “Services”), and represents that it is qualified and willing to serve as a landscape maintenance contractor and provide such Services to the District; and

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

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

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

2. DESCRIPTION OF WORK AND SERVICES.

A. Contractor agrees to provide professional landscape maintenance services within presently accepted industry and professional standards. Upon all Parties executing this Agreement, Contractor shall provide the District with the specific Services identified in this Agreement and the attached Exhibits.

B. While providing the Services identified in this Agreement, 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.

3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. The duties, obligations, and responsibilities of Contractor are those described in the Scope of Services attached hereto as **Exhibit A**, for those areas more particularly depicted in the map attached hereto as **Exhibit B** and incorporated herein. 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. To the extent that provisions of this Agreement conflict with provisions of **Exhibit A**, this Agreement shall control.

4. MANNER OF CONTRACTOR'S PERFORMANCE. Contractor agrees to perform the Services in accordance with this Agreement, the attached Exhibits, and any change order, addendum, addenda or work authorization executed by the Parties, if any, authorized in writing by the District and accepted by both Parties. All work shall be performed in a neat and professional manner, acceptable to the District and shall be in accordance with industry standards. The performance of all Services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any change order, addendum, addenda, or work authorization, but which are nevertheless necessary for the proper provision of Services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's Services.

(1) The District hereby designates the District Manager, or his or her designee, to act as its representative.

(2) Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. If time is lost due to heavy rains, ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled

services during the same week as any Rain Days, if possible, or within a reasonable time. Contractor shall provide Services on Saturdays if needed to make up Rain Days, but Contractor shall not provide Services on Sundays.

E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

A. The term of this Agreement shall be for one (1) year, from the date first written above through September 30, 2025 (the "Term"), unless otherwise terminated earlier in accordance with Section 13 of this Agreement. At the end of the Term, this Agreement may be renewed upon District's discretion and upon written approval. As compensation for Services during the Term, the District agrees to pay Contractor **Forty-Three Thousand Two Hundred Thirty-Nine Dollars and Ninety-Six Cents (\$43,239.96)** per year, in twelve (12) equal monthly payments of **Three Thousand Six Hundred Three Dollars and Thirty-Three Cents (\$3,603.33)** upon completion of Services satisfactory in the District's sole discretion contemplated under this Agreement.

B. If the District should desire additional work or services, or to add additional lands to be maintained, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, change order(s), or work authorization(s) to this Agreement. Contractor shall be compensated for such agreed upon additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services such as mulching, mowing, irrigation, sodding, remedial landscape, and the planting of annuals, may be provided by Contractor. However, no additional services shall be provided unless previously authorized by the District in writing. Fees for such additional services shall be as provided for in a separate proposal or, if not identified, as negotiated between the District and Contractor, reduced in writing, prior to the start of such additional services.

C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

Commented [GJL1]: Amounts in proposal don't add up. 3603.33 x 12 months is 43,239.96. In the proposal they list 3603.33 as the monthly invoice amount and the yearly total as 43,250.00

D. Contractor shall maintain records conforming to usual accounting practices. Further, 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. These monthly invoices are due and payable within forty-five (45) days of receipt by the District or otherwise in accordance with the Florida Prompt Payment Act. Each monthly invoice shall include such supporting information as required by Florida law and in accordance with the District's Rules of Procedure.

6. INSURANCE.

A. Contractor or any subcontractor performing the Services described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured. 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, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall

furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, 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. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

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

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

9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or

lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

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

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

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

13. TERMINATION. The District agrees that Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Contractor.

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

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

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of

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

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

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this 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.

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. Should there be any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement shall control.

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

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

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

A. If to the District: Cope's Landing
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Simmons Business Group, LLC
d/b/a Greenpoint Landscaping
6126 US Highway 1 North
St. Augustine, Florida 32095
Attn: _____

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

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

24. CONTROLLING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this Agreement shall only be brought in a court of competent jurisdiction in the county of Duval, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

25. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Contractor.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor

acknowledges that the designated public records custodian for the District is Ernesto Torres ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, TORRESE@WHHASSOCIATES.COM, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

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

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. SCRUTINIZED COMPANIES STATEMENT. 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.

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

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

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

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

32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

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

ATTEST:

**COPE’S LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**SIMMONS BUSINESS GROUP, LLC
D/B/A GREENPOINT LANDSCAPING,**
a Florida limited liability company

Name: _____

By: _____
Its: _____

Exhibit A: Scope of Services
Exhibit B: Maintenance Area Map

Exhibit A

Scope of Services

Service Specifications

1. Mowing

Mowing of all grass areas will be performed every seven (7) days during the heavy growth season (May through October), subject to scheduling adjustments due to increment weather and/or rate of growth.

Mowing of all grass areas will be performed every fourteen (14) days during the slow growth season (November through April), subject to scheduling adjustments due to increment weather and/or rate of growth.

All grass areas will be mowed to result in a height of all grass to be no more than 3 1/2 inches nor less than 2 inches, based on established industry standards and type of grass.

Various mowing patterns will be employed to insure even distribution of clippings and to prevent ruts in the grass caused by mowers.

2. Edging

A. Edging of all curbs and sidewalk shall be performed on every mowing visit.

B. Edging of all flower and hedge beds, tree rings and parking areas will be performed on every mowing visit to the property.

3. Trimming

Turf areas not accessible by power mower and areas along walls, fences, building obstacles and inanimate objects shall be maintained by string trimmer (weed-eater) to a height no greater than the height of the adjoining grass areas.

4. Weeding

Plant beds or other areas where weeds appear shall be maintained to eliminate growth of weeds or unwanted vegetation.

Weeding shall be accomplished by hand pulling and/or application of herbicide and shall be performed at each scheduled mowing as inspection may require.

Weeds or grass that may appear in paved areas of walkway, patios, driveways or parking areas shall be treated by herbicide spraying every 30 days or as may be required to control or eliminate such growth.

5. Pruning

All hedges and shrubbery shall be pruned on a regular basis to maintain a neat and uniform appearance and as is appropriate for this specific species of plant.

Pruning of trees shall be performed once a year to remove deadwood, suckers, shoots or low hanging limbs over sidewalks or parking areas. Trees over ten (10) feet shall be pruned at an additional cost.

6. General Maintenance

Grass clippings - All grass areas will be kept free of heavy clipping.

Trash - All trash in grass areas island/beds will be removed upon each visit.

Blowing- Blowing of all paved areas and Patios and entire complex

Leaves-All leaves shall be maintained by mulching mowers year round

7. Mulching

Mulch is (Not included ☐) (Included ☒) in this proposal. It is recommended that the property be mulched once a year.

8. Seasonal Annuals (Not included ☐) (Included ☒)

Contractor shall be responsible for the full and complete care of all seasonal color beds (including spraying, fertilization, and pruning) Annuals will be replaced 4 times per year such that every annual bed shall maintain a healthy, vigorous appearance and shall provide the finest quality color planting possible.

. Exception: If an irrigation system is not present the contractor will not be held responsible for the general appearance of the Annual/Perennials from lack of watering.

9. Fertilization (Not included ☐) (Included ☒)

It is recommended that the property be fertilized as instructed below. Granular fertilization and insecticides, fungicide, turf pest control will be applied to all turf areas six (6) times per year and two (2) times year on shrubs.

Pest control of all turf areas and shrubs shall be done as needed to control or eliminate insect and disease using appropriate materials.

10. Irrigation (Not included ☐) (Included ☒)

This agreement provides for the performance of monthly inspections of the properties irrigation system that will be performed by a qualified irrigation technician. The owner will receive a written report outlining the results of the inspections accompanied by an estimate for repairs if any are determined to be needed. The cost of these inspections will be spread out uniformly over the one year life of the contract and is included in the monthly payment amount. Repairs may be performed at Owners request at the cost of \$60 per man hour. Repair estimates must be approved by owner before proceeding

Schedule Specifications

The lawn & landscaping services will be based on 42 visits during the calendar year.

If regular visits are impaired by weather conditions that may necessitate the altering of the schedule, Greenpoint Landscaping will resume your normal schedule as soon as possible.

Greenpoint Landscaping will not be responsible for acts of god or nature (hurricanes, windstorms, etc) or the extra debris and cleanup time necessary to re-establish the lawn and landscaping to its original condition. Extra charges involved in this cleanup will be quoted upon request.

Initials: _____

Payment Specifications

Invoices in the amount of \$ 3,603.33 will be emailed at the beginning of each month and will be due no later than the 30th of the same month unless other arrangements are made.

Yearly \$ 43,250

Exhibit B

Maintenance Area Map

Commented [GJL2]: Need map

COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COPE'S LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 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 heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Cope's Landing Community Development District ("**District**") prior to June 15, 2024, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); 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 COPE'S LANDING COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2024

HOUR: 3:00 p.m.

LOCATION: Cope's Landing Amenity Center
12123 Great Eagle Road
Jacksonville, Florida 32219

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Duval County at least 60 days prior to the hearing set above.

SECTION 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 45 days.

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

SECTION 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.

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

PASSED AND ADOPTED this 7th day of May, 2024.

ATTEST:

**COPE’S LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Proposed Budget

Exhibit A

Fiscal Year 2024/2025 Proposed Budget

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
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**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 2/29/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 178,162
Allowable discounts (4%)	-				(7,126)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	171,036
Assessment levy: off-roll	-	-	-	-	107,200
Landowner contribution	476,732	24,373	257,097	281,470	363,715
Total revenues	476,732	24,373	257,097	281,470	641,951
EXPENDITURES					
Professional & administrative					
Supervisors	-	1,800	1,800	3,600	3,600
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	25,000	2,987	22,013	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	4,400	4,400	5,500
Arbitrage rebate calculation	1,000	-	1,000	1,000	1,000
Dissemination agent	417	417	583	1,000	1,000
EMMA software services	-	1,000	-	1,000	1,000
Trustee	3,950	-	3,950	3,950	3,950
Telephone	200	83	117	200	200
Postage	250	160	90	250	250
Printing & binding	500	208	292	500	500
Legal advertising	6,500	316	6,184	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	750	4	746	750	750
Website hosting & maintenance	1,680	1,680	-	1,680	1,680
Website ADA compliance	210	-	210	210	210
Tax collector	-	-	-	-	6,236
Total professional & administrative	101,632	33,830	71,385	105,215	113,051
Field operations					
Landscape maintenance	125,000	-	63,000	63,000	150,000
Irrigation repairs	5,000	-	5,000	5,000	5,000
Irrigation water	30,000	-	2,000	2,000	30,000
Aquatic maintenance	14,000	1,155	9,000	10,155	14,000
Total field operations	174,000	1,155	79,000	80,155	199,000

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 2/29/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
Amenity center					
Utilities					
Telephone, cable, internet	4,000	-	4,000	4,000	4,000
Electric	30,000	-	2,000	2,000	30,000
Water/irrigation	30,000	-	20,000	20,000	30,000
Security					
Alarm monitoring	-	-	-	-	3,000
Access cards	-	-	-	-	2,500
Management contracts					
Facility management	85,000	-	26,000	26,000	44,000
Landscape replacement	5,000	-	5,000	5,000	5,000
Pool maintenance	-	-	-	-	15,000
Pool chemicals	15,000	412	14,588	15,000	8,000
Janitorial services	-	-	-	-	9,000
Janitorial supplies	6,700	-	6,700	6,700	30,000
Pest control	2,500	-	2,500	2,500	5,000
Pool permits	400	-	400	400	400
Repairs & maintenance	-	-	-	-	16,000
Maintenance	15,000	-	7,000	7,000	15,000
Dog waste stations service	-	-	-	-	4,000
New capital projects	-	-	-	-	20,000
Special events	2,500	-	2,500	2,500	15,000
Holiday decorations	-	-	-	-	10,000
Fitness center repairs/supplies	3,000	-	3,000	3,000	3,000
Amenity supplies	1,000	-	1,000	1,000	5,000
Operating supplies	1,000	-	1,000	1,000	1,000
Property insurance	-	-	-	-	55,000
Total amenity center	<u>201,100</u>	<u>412</u>	<u>95,688</u>	<u>96,100</u>	<u>329,900</u>
Total expenditures	<u>476,732</u>	<u>35,397</u>	<u>246,073</u>	<u>281,470</u>	<u>641,951</u>
Excess/(deficiency) of revenues					.
over/(under) expenditures	-	(11,024)	11,024	-	-
Fund balance - beginning (unaudited)	-	-	(11,024)	-	-
Fund balance - ending (projected)					
Unassigned	-	(11,024)	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (11,024)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES	<u>FY 2025</u>
Professional & administrative	
Supervisors	\$ 3,600
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
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	25,000
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	2,000
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	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	1,000
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
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.	
EMMA software services	1,000
Trustee	3,950
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	250
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	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	1,680
Website ADA compliance	210
Tax collector	6,236

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Field operations

Landscape maintenance	150,000
Irrigation repairs	5,000
Irrigation water	30,000
Aquatic maintenance	14,000

Amenity center

Telephone, cable, internet	4,000
Electric	30,000
Water/irrigation	30,000
Alarm monitoring	3,000
Access cards	2,500
Facility management	44,000
Landscape replacement	5,000
Pool maintenance	15,000
Pool chemicals	8,000
Janitorial services	9,000
Janitorial supplies	30,000
Pest control	5,000
Pool permits	400
Repairs & maintenance	16,000
Maintenance	15,000

Includes pressure washing. General maintenance to amenities

Dog waste stations service	4,000
New capital projects	20,000
Special events	15,000
Holiday decorations	10,000
Fitness center repairs/supplies	3,000
Amenity supplies	5,000
Operating supplies	1,000
Property insurance	55,000
Total expenditures	<u><u>\$641,951</u></u>

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 2/29/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 356,235
Allowable discounts (4%)	-				(14,249)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	341,986
Assessment levy: off-roll	-	38,391	504,193	542,584	214,346
Interest	-	5,096	-	5,096	-
Total revenues	-	43,487	504,193	547,680	556,332
EXPENDITURES					
Debt service					
Principal	-	-	105,000	105,000	110,000
Interest	-	40,346	220,072	260,418	435,025
Tax collector	-	-	-	-	7,125
Cost of issuance	-	5,725	-	5,725	-
Total expenditures	-	46,071	325,072	371,143	552,150
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,584)	179,121	176,537	4,182
Fund balance:					
Beginning fund balance (unaudited)	-	318,816	316,232	318,816	495,353
Ending fund balance (projected)	\$ -	\$316,232	\$ 495,353	\$ 495,353	499,535
Use of fund balance:					
Debt service reserve account balance (required)					(271,931)
Interest expense - November 1, 2025					(214,831)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 12,773

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			217,512.50	217,512.50	7,590,000.00
05/01/25	110,000.00	4.875%	217,512.50	327,512.50	7,480,000.00
11/01/25			214,831.25	214,831.25	7,480,000.00
05/01/26	115,000.00	4.875%	214,831.25	329,831.25	7,365,000.00
11/01/26			212,028.13	212,028.13	7,365,000.00
05/01/27	120,000.00	4.875%	212,028.13	332,028.13	7,245,000.00
11/01/27			209,103.13	209,103.13	7,245,000.00
05/01/28	125,000.00	4.875%	209,103.13	334,103.13	7,120,000.00
11/01/28			206,056.25	206,056.25	7,120,000.00
05/01/29	135,000.00	4.875%	206,056.25	341,056.25	6,985,000.00
11/01/29			202,765.63	202,765.63	6,985,000.00
05/01/30	140,000.00	4.875%	202,765.63	342,765.63	6,845,000.00
11/01/30			199,353.13	199,353.13	6,845,000.00
05/01/31	145,000.00	5.750%	199,353.13	344,353.13	6,700,000.00
11/01/31			195,184.38	195,184.38	6,700,000.00
05/01/32	155,000.00	5.750%	195,184.38	350,184.38	6,545,000.00
11/01/32			190,728.13	190,728.13	6,545,000.00
05/01/33	165,000.00	5.750%	190,728.13	355,728.13	6,380,000.00
11/01/33			185,984.38	185,984.38	6,380,000.00
05/01/34	175,000.00	5.750%	185,984.38	360,984.38	6,205,000.00
11/01/34			180,953.13	180,953.13	6,205,000.00
05/01/35	185,000.00	5.750%	180,953.13	365,953.13	6,020,000.00
11/01/35			175,634.38	175,634.38	6,020,000.00
05/01/36	195,000.00	5.750%	175,634.38	370,634.38	5,825,000.00
11/01/36			170,028.13	170,028.13	5,825,000.00
05/01/37	205,000.00	5.750%	170,028.13	375,028.13	5,620,000.00
11/01/37			164,134.38	164,134.38	5,620,000.00
05/01/38	220,000.00	5.750%	164,134.38	384,134.38	5,400,000.00
11/01/38			157,809.38	157,809.38	5,400,000.00
05/01/39	235,000.00	5.750%	157,809.38	392,809.38	5,165,000.00
11/01/39			151,053.13	151,053.13	5,165,000.00
05/01/40	245,000.00	5.750%	151,053.13	396,053.13	4,920,000.00
11/01/40			144,009.38	144,009.38	4,920,000.00
05/01/41	260,000.00	5.750%	144,009.38	404,009.38	4,660,000.00
11/01/41			136,534.38	136,534.38	4,660,000.00
05/01/42	275,000.00	5.750%	136,534.38	411,534.38	4,385,000.00
11/01/42			128,628.13	128,628.13	4,385,000.00
05/01/43	290,000.00	5.750%	128,628.13	418,628.13	4,095,000.00
11/01/43			120,290.63	120,290.63	4,095,000.00
05/01/44	310,000.00	5.875%	120,290.63	430,290.63	3,785,000.00
11/01/44			111,184.38	111,184.38	3,785,000.00
05/01/45	330,000.00	5.875%	111,184.38	441,184.38	3,455,000.00
11/01/45			101,490.63	101,490.63	3,455,000.00
05/01/46	350,000.00	5.875%	101,490.63	451,490.63	3,105,000.00
11/01/46			91,209.38	91,209.38	3,105,000.00
05/01/47	370,000.00	5.875%	91,209.38	461,209.38	2,735,000.00
11/01/47			80,340.63	80,340.63	2,735,000.00

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/48	390,000.00	5.875%	80,340.63	470,340.63	2,345,000.00
11/01/48			68,884.38	68,884.38	2,345,000.00
05/01/49	415,000.00	5.875%	68,884.38	483,884.38	1,930,000.00
11/01/49			56,693.75	56,693.75	1,930,000.00
05/01/50	440,000.00	5.875%	56,693.75	496,693.75	1,490,000.00
11/01/50			43,768.75	43,768.75	1,490,000.00
05/01/51	470,000.00	5.875%	43,768.75	513,768.75	1,020,000.00
11/01/51			29,962.50	29,962.50	1,020,000.00
05/01/52	495,000.00	5.875%	29,962.50	524,962.50	525,000.00
11/01/52			15,421.88	15,421.88	525,000.00
05/01/53	525,000.00	5.875%	15,421.88	540,421.88	-
Total	7,590,000.00		8,323,156.25	15,913,156.25	

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND AND DEBT SERVICE FUND
ASSESSMENT SUMMARY
FISCAL YEAR 2025**

On-Roll Assessments

Number of Units	Unit Type	Projected Fiscal Year 2025			FY 24 Assessment
		GF	DSF	GF & DSF	
206	Phase 1 SF	864.86	1,729.30	2,594.16	n/a
206					

Off-Roll Assessments

Number of Units	Unit Type	Projected Fiscal Year 2025			FY 24 Assessment
		GF	DSF	GF & DSF	
134	Phase 2 SF	800.00	1,599.60	2,399.60	n/a
134					

Developer Contributions

Number of Units	Unit Type	Projected Fiscal Year 2025			FY 24 Assessment
		GF	DSF	GF & DSF	
494	Future SF	736.27	-	736.27	n/a
494					

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 4,993	\$ -	\$ -	\$ 4,993
Investments				
Revenue	-	38,672	-	38,672
Reserve	-	271,931	-	271,931
Prepayment	-	5,768	-	5,768
Capitalized interest	-	189	-	189
Construction	-	-	3,911	3,911
Prepaid expense	385	-	-	385
Assessments receivable - off-roll	-	145,563	-	145,563
Due from Landowner	10,525	269,296	-	279,821
Utility deposit	550	-	-	550
Total assets	<u>16,453</u>	<u>731,419</u>	<u>3,911</u>	<u>751,783</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 9,598	\$ -	\$ -	\$ 9,598
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>15,598</u>	<u>-</u>	<u>-</u>	<u>15,598</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	10,525	414,859	-	425,384
Total deferred inflows of resources	<u>10,525</u>	<u>414,859</u>	<u>-</u>	<u>425,384</u>
Fund balances:				
Restricted for:				
Debt service	-	316,560	-	316,560
Capital projects	-	-	3,911	3,911
Unassigned	(9,670)	-	-	(9,670)
Total fund balances	<u>(9,670)</u>	<u>316,560</u>	<u>3,911</u>	<u>310,801</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 16,453</u>	<u>\$731,419</u>	<u>\$ 3,911</u>	<u>\$ 751,783</u>

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 6,119	\$ 30,492	\$ 476,732	6%
Total revenues	<u>6,119</u>	<u>30,492</u>	<u>476,732</u>	6%
EXPENDITURES				
Professional & administrative				
Supervisor's fees	-	1,800	-	N/A
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	532	3,518	25,000	14%
Dissemination agent*	83	500	417	120%
EMMA software services	-	1,000	-	N/A
Telephone	17	100	200	50%
Postage	11	172	250	69%
Printing & binding	43	250	500	50%
Legal advertising	-	317	6,500	5%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	80	83	750	11%
Website hosting & maintenance	-	1,680	1,680	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,766</u>	<u>38,595</u>	<u>101,632</u>	38%

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field Operations				
Aquatic maintenance***	<u>-</u>	<u>1,567</u>	<u>14,000</u>	11%
Total field operations	<u>-</u>	<u>1,567</u>	<u>174,000</u>	1%
Total expenditures	<u>4,766</u>	<u>40,162</u>	<u>476,732</u>	8%
 Excess/(deficiency) of revenues over/(under) expenditures	 1,353	 (9,670)	 -	
 Fund balances - beginning	 (11,023)	 -	 -	
Fund balances - ending	<u>\$ (9,670)</u>	<u>\$ (9,670)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**These items will be realized the year after the issuance of bonds.

***These items will be realized when the CDD takes ownership of the related assets.

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ -	\$ 38,391
Interest	1,232	6,328
Total revenues	<u>1,232</u>	<u>44,719</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	5,725
Interest	-	40,347
Total debt service	<u>-</u>	<u>46,072</u>
Other fees & charges		
Transfer out	903	903
Total other fees and charges	<u>903</u>	<u>903</u>
Total expenditures	<u>903</u>	<u>46,975</u>
Excess/(deficiency) of revenues over/(under) expenditures	329	(2,256)
Fund balances - beginning	<u>316,231</u>	<u>318,816</u>
Fund balances - ending	<u><u>\$ 316,560</u></u>	<u><u>\$ 316,560</u></u>

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 790,391
Interest	437	3,008
Total revenues	<u>437</u>	<u>793,399</u>
EXPENDITURES		
Capital outlay	<u>-</u>	<u>790,391</u>
Total expenditures	<u>-</u>	<u>790,391</u>
Excess/(deficiency) of revenues over/(under) expenditures	437	3,008
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>903</u>	<u>903</u>
Total other financing sources/(uses)	<u>903</u>	<u>903</u>
Net change in fund balances	1,340	3,911
Fund balances - beginning	2,571	-
Fund balances - ending	<u>\$ 3,911</u>	<u>\$ 3,911</u>

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
COPE'S LANDING COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Cope's Landing Community Development District held a Regular Meeting on April 2, 2024 at 1:30 p.m., at 14785 Old St. Augustine Road, Suite #300, Jacksonville, Florida 32258.

Present were:

John Gislason	Chair
James Teagle	Assistant Secretary
Anthony Sharp	Assistant Secretary
Mark Dearing	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Katie Buchanan (via telephone)	District Counsel

**DUE TO TECHNICAL DIFFICULTIES, THE FIRST TWO MINUTES
OF THE MEETING WERE TRANSCRIBED FROM THE MEETING NOTES**

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Gislason called the meeting to order at 1:30 p.m.

Supervisors Gislason, Teagle, Sharp and Dearing were present. Supervisor Porter was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Consideration of Greenpoint Landscaping
Maintenance Contract Proposal**

The Board and Staff discussed the proposal.

The Board consensus was that the proposal needs to be re-bid, including fertilizer, irrigation and mulch.

Mr. Teagle will provide additional information regarding the scope of service.

This item was tabled to the next meeting.

FOURTH ORDER OF BUSINESS

Consideration/Ratification of Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement

On MOTION by Mr. Teagle and seconded by Mr. Dearing, with all in favor, the Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Gislason stated that the proposed Fiscal Year 2025 budget requires some revisions. He believes the Operation & Maintenance (O&M) fees to be allocated to on-roll and to off-roll non-developer contributions need to be revised. It was disclosed that the goal is to reduce assessments to approximately \$800 per home for existing lots; the Developer contributions will reflect the balance. Mr. Torres will make the necessary revisions.

Ms. Buchanan asked for confirmation that assessment revenue will be collected via on-roll assessments and direct collection, and that a Deficit Funding Agreement will be executed to document the Developer's intent to fund anything in excess of the assessments collected but not more than the adopted budget amount. Mr. Gislason replied affirmatively; he will work with Mr. Torres to determine the final budget numbers.

This item was tabled to the next meeting.

74

75 **SIXTH ORDER OF BUSINESS**

76 **Consideration of First Coast Contract**
77 **Maintenance Service, LLC Proposal for**
78 **Amenity Management**

79

80 Mr. Gislason presented the First Coast Contract Maintenance Service, LLC Proposal for
81 Amenity Management.

82

83 **On MOTION by Mr. Teagle and seconded by Mr. Dearing, with all in favor, the**
84 **First Coast Contract Maintenance Service, LLC Proposal for Amenity**
85 **Management, was approved.**

86

87

88 **SEVENTH ORDER OF BUSINESS**

89 **Consideration of Resolution 2024-03,**
90 **Designating Dates, Times and Locations for**
91 **Regular Meetings of the Board of**
92 **Supervisors of the District for Remainder**
93 **of Fiscal Year 2023/2024 and Providing for**
94 **an Effective Date**

95

96 The Board and Staff discussed moving meetings to the Amenity Center, 30 minutes
97 apart from the Arbors CDD meetings.

98 The following will be inserted into the Fiscal Year 2024 Meeting Schedule for the May
99 through September 2024 meetings:

100 TIME: 3:00 PM

101 LOCATION: Cope's Landing Amenity Center, 12123 Great Eagle Road, Jacksonville,
102 Florida 32219

103

104 **On MOTION by Mr. Dearing and seconded by Mr. Teagle, with all in favor,**
105 **Resolution 2024-03, Designating Dates, Times and Locations for Regular**
106 **Meetings of the Board of Supervisors of the District for Remainder of Fiscal**
107 **Year 2023/2024 and Providing for an Effective Date, was adopted.**

108

109

110 **EIGHTH ORDER OF BUSINESS**

Consideration of Resolution 2024-04,
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**

The following will be inserted into the Fiscal Year 2025 Meeting Schedule:

TIME: 3:00 PM

LOCATION: Cope's Landing Amenity Center, 12123 Great Eagle Road, Jacksonville,
Florida 32219

**On MOTION by Mr. Dearing and seconded by Mr. Teagle, with all in favor,
Resolution 2024-04, 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, was adopted.**

NINTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of February 29, 2024**

**On MOTION by Mr. Dearing and seconded by Mr. Teagle, with all in favor, the
Unaudited Financial Statements as of February 29, 2024, were accepted.**

TENTH ORDER OF BUSINESS

**Approval of January 25, 2024 Regular
Meeting Minutes**

**On MOTION by Mr. Dearing and seconded by Mr. Teagle, with all in favor, the
January 25, 2024 Regular Meeting Minutes, as presented, were approved.**

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Ms. Buchanan stated she would like to ensure that someone follows up with Nate regarding his disclosure; she believes the deadline is May 1st. Mr. Gislason stated he will follow up in this regard and forward the template to Ms. Buchanan.

B. District Engineer: Dunn & Associates, Inc.

149 There was no report.

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

151 Mr. Torres will work with Ms. Buchanan to draft Amenity Policies to be presented at the
152 next meeting. He noted that the proposed Fiscal Year 2025 budget will be presented at the May
153 7, 2024 meeting, which will be held at 3:00 p.m.

154 • **NEXT MEETING DATE: May 7, 2024 at ____:____ AM/PM**

155 ○ **QUORUM CHECK**

156 Supervisors Dearing, Gislason and Teagle confirmed their attendance at the May 7, 2024
157 meeting.

158

159 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

160

161 There were no Board Members' comments or requests.

162

163 **THIRTEENTH ORDER OF BUSINESS**

Public Comments

164

165 No members of the public spoke.

166

167 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

168

169

170 **On MOTION by Mr. Dearing and seconded by Mr. Teagle, with all in favor, the**
171 **meeting adjourned at 1:42 p.m.**

172

173

174

175

176

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

177
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179
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181
182

Secretary/Assistant Secretary

Chair/Vice Chair

**COPE'S LANDING
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

COPE'S LANDING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION 14785 Old St. Augustine Road, Suite #300, Jacksonville, Florida 32258 ¹Cope's Landing Amenity Center, 12123 Great Eagle Road, Jacksonville, Florida 32219		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2023 CANCELED	Regular Meeting	1:30 PM*
November 7, 2023 CANCELED	Regular Meeting	1:30 PM*
December 5, 2023 <i>rescheduled to December 6, 2023</i>	Regular Meeting	1:30 PM*
December 6, 2023	Regular Meeting	1:00 PM
January 2, 2024 CANCELED	Regular Meeting	1:30 PM*
January 25, 2024	Regular Meeting	1:00 PM
February 6, 2024 CANCELED	Regular Meeting	1:30 PM*
March 5, 2024 CANCELED	Regular Meeting	1:30 PM*
April 2, 2024	Regular Meeting	1:30 PM*
May 7, 2024 ¹	Regular Meeting	3:00 PM
June 4, 2024 ¹	Regular Meeting	3:00 PM
July 2, 2024 ¹	Regular Meeting	3:00 PM
August 6, 2024 ¹	Regular Meeting	3:00 PM
September 3, 2024 ¹	Regular Meeting	3:00 PM
*Meetings will occur at 1:30 PM, or immediately following adjournment of Arbors CDD meetings.		