

**COBBLESTONE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
SEPTEMBER 23, 2022**

COBBLESTONE
COMMUNITY DEVELOPMENT DISTRICT AGENDA
FRIDAY, SEPTEMBER 23, 2022 AT 10:00 A.M.
SPRINGHILL SUITES BY MARRIOTT TAMPA SUNCOAST PARKWAY
LOCATED AT 16615 CROSSPOINTE RUN, LAND O' LAKES, FL 34638

District Board of Supervisors	Chair Vice-Chair Supervisor Supervisor Supervisor	Betty Valenti Keith Malcuit Lee Thompson John Blakley Brian Soldano
District Manager	Inframark	Brian Lamb Bryan Radcliff
District Attorney	Erin McCormick Law, PA	Erin McCormick
District Engineer	Stantec, Inc	Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **10:00 a.m.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 who can aid you in contacting the District Office.

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

September 23, 2022
Cobblestone Community Development District

Dear Board Members:

The Regular Meeting of the Cobblestone Community Development District will be held on **September 23, 2022 at 10:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS**
- 3. VENDOR AND STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 4. BUSINESS ITEMS**
 - A. Consideration of an Agreement for Landscape Maintenance Services.....Tab 01
 - B. Consideration of an Agreement for District Engineering Services.....Tab 02
 - C. Consideration of License and Maintenance Agreement – PVC Fence.....Tab 03
 - D. General Matters of the District
- 5. CONSENT AGENDA ITEMS**
 - A. Consideration of Public Hearing & Regular Meeting Minutes August 26, 2022.....Tab 04
 - B. Consideration of Operations and Maintenance Expenditures August 2022.....Tab 05
 - C. Review of Financial Reports for Month Ending August 30, 2022.....Tab 06
- 6. BOARD MEMBERS COMMENTS**
- 7. PUBLIC COMMENTS**
- 8. ADJOURNMENT**

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,



LANDSCAPE MAINTENANCE AGREEMENT BETWEEN YELLOWSTONE LANDSCAPE, INC. AND COBBLESTONE COMMUNITY DEVELOPMENT DISTRICT

This Agreement (“**Agreement**”) is made between **COBBLESTONE COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida (hereinafter referred to as “**District**” or “**Owner**”) located at 2005 Pan Am Circle, Suite 300 Tampa, FL 33607, and **YELLOWSTONE LANDSCAPE, INC.** (hereinafter referred to as “**Contractor**”) located at _____.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as Exhibit “B” (hereinafter “**Proposal**”), and incorporated herein by reference, and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

II. DESCRIPTION OF WORK; CONTRACTOR’S WARRANTIES

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the Specifications/Scope of Services attached hereto as **Exhibit “A”** (hereinafter referred to as the “**Specifications/Scope of Services**” or “**Contract Work**”). Contractor shall perform in accordance with the Specifications/Scope of Services and Proposal attached hereto as **Exhibits “A” and “B”**. Maps of the areas to be maintained are attached hereto as **Exhibit “C”**.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. Contractor warrants that all Contract Work shall be performed, and all goods and services delivered under this Agreement shall be free from defects in workmanship and material,

shall conform strictly to the specifications set forth herein. Contractor further warrants that all Contract Work shall be performed in a neat and professional manner, using Contractor's best efforts and shall be in conformance with industry standards for workmanship. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) 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 the Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Field Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Field Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than ten (10) days' notice if there is a need to reschedule.

Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.

6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to, the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each declared emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

III. CONTRACT SUM; BILLING AND PAYMENT.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the 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, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the 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 the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
3. Contractor shall invoice the District monthly for services provided during the previous month pursuant to the terms of this Agreement. Provided Contractor has submitted invoices for the Contract Work with the appropriate supporting documentation by the fifteenth (15th) of the month, Contractor shall be paid by the thirtieth (30th) of the following month unless such invoice is disputed as described below. The format of the invoice and back up documentation shall strictly adhere to the requirements established by the District. If the District disputes or question any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Services, in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
4. As compensation for the Contract Work, the District agrees to pay Contractor for the Contract Work, a not to exceed sum of **\$34,002.00** per year as detailed in Exhibit "B", payable in monthly installments of **\$2,833.50**, as detailed below unless terminated earlier as provided in this Contract. Additionally, for the Additional Services specified in Exhibit "B," the District agrees to pay Contractor using the pricing specified in Exhibit "B" in the month after the services were performed and after required documentation has been provided. Contractor shall not perform mulching, pine straw top dressing or annual installation services without the prior written approval of the District.

IV. TIME OF COMMENCEMENT/TERM OF AGREEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than _____, 2022.

The initial Term of this Agreement shall be for one (1) year, and shall end on _____, 2023. This Agreement shall automatically renew for three (3) consecutive one (1) year terms, and the last annual renewal shall end on _____, 2026, unless otherwise terminated by either Party in accordance with Section IX of this Agreement. Following expiration of any one (1) year term of this Agreement, the Parties may continue this Agreement on a month-to-month basis at the compensation set forth in this Agreement, until a new agreement for Landscape Maintenance Services is entered into by the District.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. **Responsibility for and Supervision of Contract Work:** Contractor shall be solely responsible for all Contract Work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the Contract Work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. **Discipline, Employment, Uniforms:** Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and

consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

3. **Furnishing of Labor, Materials/Liens and Claims:** Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the 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 Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.
4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the 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 Contract or any action of the Contractor or any of its agents, servants, employees, or material men, 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 Contract, such termination to be effective immediately upon the giving of notice of termination.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing Contract Work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees

and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "**District Parties**") from any and all Claims occurring incident to or resulting in whole or in part from the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "**Contractor Parties**") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "Claims" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights or recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed to conduct business in the State of Florida, and such carrier shall have an AM Best's Insurance Reports rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a

Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

3. EMPLOYER'S LIABILITY COVERAGE with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
4. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
5. AUTOMOBILE LIABILITY: for bodily injuries in limits of not less than Two Million Dollars (\$2,000,000) combined bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
6. UMBRELLA LIABILITY: With limits of not less than Two Million Dollars (\$2,000,000) per occurrence covering all Contract Work performed under this Agreement.
7. The District, its staff, consultants, and Supervisors shall be named as additional insureds in all policies of insurance. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.
8. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
9. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
10. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
11. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the

payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

12. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
13. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
14. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
15. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
16. If the 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, the 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.

IX. TERMINATION

Contractor may terminate this Contract with sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. The District may terminate this Agreement without cause upon thirty (30) days' written notice to Contractor. The District shall also have the right to terminate this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any cause. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination from the Contract Work performed up to that date, offset by any damages or costs incurred by the District resulting from the Contractor's failure to perform in accordance with this Agreement.

On a default by Contractor, District may elect not to terminate the contract, and in such event, it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

X. ATTORNEY'S FEES. In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then if prevailing, the District shall be entitled to recover from Contractor all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

XI. MISCELLANEOUS

1. No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents or representatives of the District are personally or individually bound by this Agreement.
3. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of

any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

6. The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Hillsborough County, Florida.
7. This Agreement and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.
8. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
10. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. 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 Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon

completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, EXT. 322, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT: INFRAMARK, LLC, 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607

12. To the extent that the terms described in the Exhibits conflict with the terms of this Agreement, the terms of this Agreement shall control.

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13. Notices: Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To Owner: Cobblestone Community Development District
c/o Mr. Bryan Radcliff
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

With a copy to: Erin McCormick Law, P.A.
3314 Henderson Blvd., Suite 103
Tampa, FL 33609
Attn: Erin McCormick

To Contractor: Yellowstone Landscape, Inc.

14. 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, Company 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, the 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. The 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.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

Cobblestone Community Development District

Secretary/Assistant Secretary

Chairman, Board of Supervisors

WITNESSES:

Contractor
Yellowstone Landscape, Inc., a Delaware corporation

Name: _____

By: _____
Name: _____
As: _____

Name: _____

EXHIBIT “A”
SPECIFICATIONS/SCOPE OF SERVICES

EXHIBIT “B”

CONTRACTOR’S PROPOSAL



Cobblestone CDD Phase 1

Exhibit A

Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing, Detailing & Clean Up	\$30,582.00
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*Includes mowing, edging, string-trimming, trim shrubs,
pick up trash, weed removal, clean-up, ect.*

IPM - Fertilization & Pest Control	\$2,100.00
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Fertilization/Fungicide/Insecticide/herbicide/weed control

Irrigation Inspections	\$1,320.00
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Includes monthly inspections with reports

Grand Total Annual	\$34,002.00
Monthly	\$2,833.50

Additional Services

Annuals (per annual price)	\$2.25
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Includes all labor and materials to install one 4" annual

Pine Bark Mulch (per cubic yard)	\$55.00
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All labor and materials to install 1 cubic yard of mulch

EXCELLENCE IN COMMERCIAL LANDSCAPING

EXHIBIT “C”

MAPS OF AREAS TO BE MAINTAINED

AGREEMENT FOR DISTRICT ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of August, 2022, by and between:

COBBLESTONE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of (the "District"); and

STANTEC CONSULTING SERVICES INC., a Florida corporation, with a mailing address of 777 S. Harbour Island Boulevard, Suite 600, Tampa, FL 33602 ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the "Act"), as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District, and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, surveying, planning, landscaping, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of its services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

SECTION 2. SCOPE OF SERVICES. Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s), hereinafter defined, including:

General Engineering Services:

- A.** Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors ("Board");
- B.** Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks;
- C.** Providing professional engineering services including, but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects.
- D.** Any other items requested by the Board.

General Services Related to Construction

- A.** Periodic visits to the site, of full-time construction management of District projects, as directed by the District.
- B.** Processing of contractor pay estimates.
- C.** Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
- D.** Final inspection and requested certificates for construction, including the final certificate of construction.
- E.** Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
- F.** Any other activity related to construction as authorized by the Board.

SECTION 3. REPRESENTATIONS. Engineer hereby represents to the District that:

- A.** It has the experience and skill to perform the services required to be performed by this Agreement;
- B.** It shall design to and comply with limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect

during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements;

C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District; and

D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

SECTION 4. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District ("Work Authorization"). The Work Authorization shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. However, no Work Authorization shall amend the terms and conditions of this Agreement, and this Agreement shall control. Authorization of services or projects under this Agreement shall be at the sole discretion of the District.

SECTION 5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.

SECTION 6. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and in accordance with the District's travel policy.

B. Expense of reproduction, postage, and handling of drawings and specifications.

SECTION 7. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated in accordance with its terms.

SECTION 8. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

SECTION 9. BOOKS AND RECORDS/AUDIT. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to this Agreement. Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) four years after the expenditure of all funds under this Agreement; or (c) the public record retention period established by the District's records retention policy, whichever is later.

SECTION 10. OWNERSHIP OF DOCUMENTS.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

SECTION 11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

SECTION 12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

SECTION 13. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

SECTION 14. INSURANCE. Subject to the provisions of this Section, Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000/\$2,000,000

(including Contractual)	
Products and Completed	
Operations	\$1,000,000/\$2,000,000
Personal Injury	\$1,000,000/\$2,000,000

Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage (including all vehicles owned, leased, hired, and non-owned vehicles, covering all Work performed under this Agreement)	

Professional Liability for Errors and Omissions	\$1,000,000
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- A. All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- B. The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. 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.
- C. If Engineer 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, Engineer 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.

SECTION 15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees

or anyone directly or indirectly employed by Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If Engineer 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 of 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 Engineer or any of its agents, servants, or employees, 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.

SECTION 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

SECTION 18. INDEMNIFICATION. Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (the "Indemnitees"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done under this Agreement, including, without limitation, the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth herein or Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2018), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 19. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, 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 this Agreement term and following this Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Engineer'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 Engineer, Engineer 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. Engineer acknowledges that the designated Public Records Custodian for the District is **Jill Burns**.

IF THE 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: INFRAMARK, 2654 CYPRESS RIDGE BOULEVARD, SUITE 101, WESLEY CHAPEL, FL 33544, ATTN: PUBLIC RECORDS CUSTODIAN; TEL: (813) 873-7300.

SECTION 20. NOTICES. All notices, requests, consents, and other communications hereunder ("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:	Cobblestone Community Development District c/o Inframark, LLC 2005 Pan Am Circle, Suite 300 Wesley Chapel, FL 33607 Attn: District Manager
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With a copy to:

Erin McCormick Law, PA 3314
Henderson Boulevard, Suite 103
Tampa, FL 33609
Attn: Erin McCormick

B. If to Engineer:

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd, Suite 600
Tampa, FL 33602
Attn: Tonja Stewart, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 21. EMPLOYMENT VERIFICATION. 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, Company 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, the 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. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has

terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 22. CONTROLLING LAW. The parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall exclusively be in the court of appropriate jurisdiction, in and for Pasco County, Florida.

SECTION 23. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Section 8 herein.

SECTION 24. NO THIRD-PARTY BENEFITS. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

SECTION 25. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 26. 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.

SECTION 27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate this Agreement, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including, but not limited to, lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

SECTION 28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 29. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an amendment to this Agreement, in writing, which is executed by both of the parties hereto and formally approved by the Board.

SECTION 30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties,

each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation of any of the provisions of this Agreement.

SECTION 31. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

SECTION 32. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties below are authorized to, and have caused this Agreement to be executed the day and year first above written.

ATTEST:

**COBBLESTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

STANTEC CONSULTING SERVICES, INC.

Name: _____

By: _____

Name: _____

As: _____

Exhibit A: Schedule of Rates

EXHIBIT A

[Insert Schedule of Rates]



SCHEDULE OF FEES

Effective January 1, 2022

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 105.00
Level 4	\$ 116.00
Level 5	\$ 132.00
Level 6	\$ 136.00
Level 7	\$ 144.00
Level 8	\$ 154.00
Level 9	\$ 159.00
Level 10	\$ 164.00
Level 11	\$ 179.00
Level 12	\$ 188.00
Level 13	\$ 198.00
Level 14	\$ 208.00
Level 15	\$ 220.00
Level 16	\$ 243.00
Level 17	\$ 251.00
Level 18	\$ 256.00
Level 19	\$ 266.00
Level 20	\$ 276.00
Level 21	\$ 293.00
1 Person Field Crew	\$ 100.00
2 Person Field Crew	\$ 145.00
3 Person Field Crew	\$ 165.00
4 Person Field Crew	\$ 185.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

Return to:

Utilities Department
Utilities Administration Building
19420 Central Boulevard Land
O' Lakes, FL 34637-7006

LICENSE AND MAINTENANCE AGREEMENT

THIS LICENSE AND MAINTENANCE AGREEMENT is made and entered by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, with an address of 37918 Meridian Avenue, Dade City, Florida 33525 hereinafter referred to as the "COUNTY," and the COBBLESTONE COMMUNITY DEVELOPMENT DISTRICT whose mailing address is 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607 hereinafter referred to as the "APPLICANT."

WITNESSETH:

WHEREAS, the COUNTY maintains wastewater Pump Station LS - 1 on a parcel more particularly described in Exhibit A; and

WHEREAS, the APPLICANT desires to install and maintain 6' HIGH PVC FENCE of the type shown in Exhibit B within the COUNTY'S property, and incident to such installation and maintenance, the COUNTY requires a license and maintenance agreement;

WHEREAS, in light of the aesthetic benefit to nearby residences, the COUNTY has determined it to be in the public's interest to allow Facilities in such area; and

WHEREAS, in return for access to the COUNTY's property, the COUNTY will receive indemnification from the District regarding Facilities; and

WHEREAS, the parties are desirous of entering into this Agreement for the purposes stated above.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RECITALS. The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement.

2. GRANT OF LICENSE. The COUNTY hereby grants and delivers to the APPLICANT a nonexclusive license to use those portions of the COUNTY'S property as depicted on Exhibit A, which is attached hereto and incorporated herein by reference (herein "Subject Property"), for the maintenance of the Subject Property, and installation and maintenance of facilities or structures as specifically depicted on the attached Exhibit B (herein "Facilities") pursuant to the terms and covenants herein. Any material change, alteration, modification, or addition to the Facilities or Subject Property as depicted on Exhibit A must have prior written approval by the COUNTY subject to its sole discretion.

3. MAINTENANCE OF PROPERTY AND FACILITIES. The APPLICANT hereby agrees to maintain the Subject Property and Facilities in a safe and clean condition during the term of this Agreement and shall trim any vegetation to avoid any clear-sight violation. This obligation shall be the sole responsibility of the APPLICANT during the term of this Agreement. In no event shall any improvements placed by the APPLICANT block the visibility triangle of the intersections. The COUNTY agrees to the scope of work for the Facilities as defined herein. The APPLICANT agrees to be responsible for completing the work involved in the furnishing and/or planting of the Facilities. The APPLICANT agrees to maintain any landscaping in such manner that the height does not exceed the height of the District's proposed decorative security fence, which shall not exceed six feet in height. The parties hereto further agree that the COUNTY, in allowing the Facilities, shall not assume any responsibility whatsoever for maintaining the Facilities. All responsibility for maintenance of the Facilities and surrounding areas remains with the APPLICANT. If the APPLICANT no longer exists, refuses to maintain, or cannot maintain the Facilities, the COUNTY may maintain them but shall have no obligation whatsoever to do so and may remove the Facilities and secure its pump station in any manner deemed acceptable by the COUNTY. At no time shall the COUNTY have any ownership, control, or maintenance responsibilities with regard to the Facilities. The parties hereto agree that the COUNTY shall have the right, but not the obligation, to conduct inspections of the Facilities and if, in its sole discretion, the COUNTY deems it necessary, the COUNTY may request modifications to the Facilities to preserve the access to and functionality of, the pump station. The APPLICANT shall perform any modifications requested by the

COUNTY. The parties agree that the COUNTY is the only person that may maintain a lock for access to the pump station and it is the COUNTY'S obligation to secure the pump station in any manner it deems necessary.

4. INDEMNIFICATION. The APPLICANT shall indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from any claim, loss, damage, costs, charge, or expense, including attorney's fees and costs, arising from or in connection with 1) any work or thing whatsoever done or any condition created in or about the COUNTY'S Property for the Facilities as depicted on Exhibit A during the term of this Agreement; 2) any act, omission or negligence of the APPLICANT or any of the APPLICANT'S licensees or the partners, directors, officers, agents, employees, invitees, or contractors of the APPLICANT or of the APPLICANT'S tenant; or 3) any accident, injury, or damage whatsoever occurring in or at the COUNTY'S Subject Property as it relates to the Facilities as depicted on Exhibit A. The APPLICANT hereby expressly indemnifies the COUNTY for the consequences of any negligent act or omission of the APPLICANT, its agents, servants, and employees, except that the APPLICANT will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence of the COUNTY or any of its agents, servants, or employees.

The APPLICANT'S obligation to defend and indemnify shall not be excused because of the APPLICANT'S inability to evaluate liability or because the APPLICANT evaluates liability and determines the APPLICANT is not liable or determines the COUNTY is solely negligent. Only a final adjudication or judgment finding the COUNTY solely negligent shall excuse performance of this provision by the APPLICANT. If a judgment finding the COUNTY solely negligent is appealed and the finding of negligence is reversed, the APPLICANT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The APPLICANT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

This provision shall also pertain to any claims brought against the COUNTY by any employee of the APPLICANT, contractor, subcontractor, or anyone directly or indirectly employed by any of them. The APPLICANT'S obligation under this provision shall not be limited in any way by the APPLICANT'S limit of or lack of sufficient insurance protection. This section shall survive any termination of this Agreement.

5. SIGNS. Any Facilities that are signs, as signs are defined in the Pasco County Land Development Code, are required to have the appropriate County approval pursuant to Section 406.1 of the Pasco County Land Development Code, and all other applicable County ordinances, prior to any installation of any signs. The Applicant agrees to obtain such appropriate County approval prior to installing any Facilities that are signs. This Agreement is not intended in any way, and shall not be construed in any way, to grant any County approval for installation of signs without the prior County approval indicated in this Section, or vest any right in the Applicant to appropriate County approval of any sign.

6. COUNTY PERMITS. The APPLICANT agrees to obtain any required COUNTY Property Use or Building Permit prior to entering or performing any work in the Subject Property, including the installation of the Facilities. The APPLICANT shall submit all permit applications to the Utilities Services Branch for review and approval prior to submittal to the permitting agency.

7. TERMINATION. The COUNTY or APPLICANT may terminate this Agreement in writing at any time and for any reason in whole, or from time to time, in part. Upon termination the APPLICANT shall immediately cause the Facilities to be removed and restore the Subject Property to the condition prior to installing such Facilities, and in no case later than thirty (30) days from the date of termination. This obligation by the APPLICANT shall survive any termination of this Agreement.

8. WAIVER OF CLAIMS. The APPLICANT hereby waives all claims against the COUNTY for loss or damage resulting from interference by a public agency, or official, or natural phenomena including, but not limited to, fire, water, tornado, hurricane, or other severe storms, or any commotion, riot, or criminal activity. The APPLICANT further hereby waives all claims against the COUNTY for compensation for loss or damage of any kind sustained for any reason as a result of the COUNTY'S allowing the construction or the COUNTY'S modification of the Facilities pursuant to this Agreement.

9. NOTICES. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight carrier to:

County:

Pasco County Utilities Department
Utilities Administration Building 19420
Central Boulevard
Land O' Lakes, FL 34637-7006

Applicant: COBBLESTONE

COMMUNITY DEVELOPMENT DISTRICT
C/O INFRAMARK
2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33607

All notices shall be effective upon receipt. Any party may change their representative to get notice or their address by giving notice in this manner without the need of formal amendment of this Agreement.

10. LIMITATION OF AGREEMENT. It is expressly stipulated that this Agreement is a license for permissive use only and that the use of the Subject Property shall not operate to create or to vest any property right or interest in the APPLICANT.

11. PRIOR AGREEMENTS. This Agreement represents the entire Agreement between the parties and supersedes and nullifies any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior Agreements, negotiations or understandings, if any, shall have no force or affect whatsoever on this Agreement.

12. ASSIGNMENT. No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made, except as outlined in Paragraph 17 below, unless approved in writing and signed by all parties to this Agreement.

13. SEVERABILITY. If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.

14. MODIFICATIONS. No modification, addendums or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

15. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY.

16. LAW AND VENUE. This Agreement shall be governed by the laws of Florida. Venue for any dispute, claim or action arising out of or related to this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida (Westside). Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

17. AGREEMENT RUNS WITH THE LAND AND BINDING EFFECT. This Agreement shall run with the land and the burdens and benefits of this Agreement shall be binding upon, and shall inure to all successors in interest, including all mortgagees, to the parties of this Agreement. Any such successor shall give notice to the COUNTY of its acquiring the land benefiting from this Agreement and its intent to continue the benefits of this Agreement. Should notice not be received, the Agreement shall terminate with the original party to the Agreement and the subsequent purchaser being jointly responsible for the removal of the Facilities and restoration of the right-of-way as outlined in Paragraph 7. The COUNTY shall record a copy of this Agreement in the Official Records of Pasco County, Florida, within thirty (30) days of its approval and provide a recorded copy to the APPLICANT within ten (10) days of its recordation.

18. DEFAULT. In the event of a default hereunder by the APPLICANT of its obligation, the COUNTY may proceed to enforce the provisions of this Agreement pursuant to the provisions of the Pasco County Land Development Code Section 108, or specific performance at its option.

19. PARTIES DRAFTED EQUALLY. The COUNTY and the APPLICANT agree that both parties have played an equal and reciprocal part in the drafting of this Agreement. Therefore, any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

20. TIME. Time is of the essence to all parts of this Agreement.

21. TERM. This Agreement shall be for an initial term of one (1) year and shall automatically renew thereafter on an annual basis, unless terminated by the COUNTY or the APPLICANT as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this _____ day of _____, 20____.

Branford N. Adumuah
Interim Assistant County Administrator (Public Infrastructure)

APPLICANT: _____

By: _____

Its: _____

WITNESSES:

Signature of Witness

Signature of Witness

Print Name of Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF _____

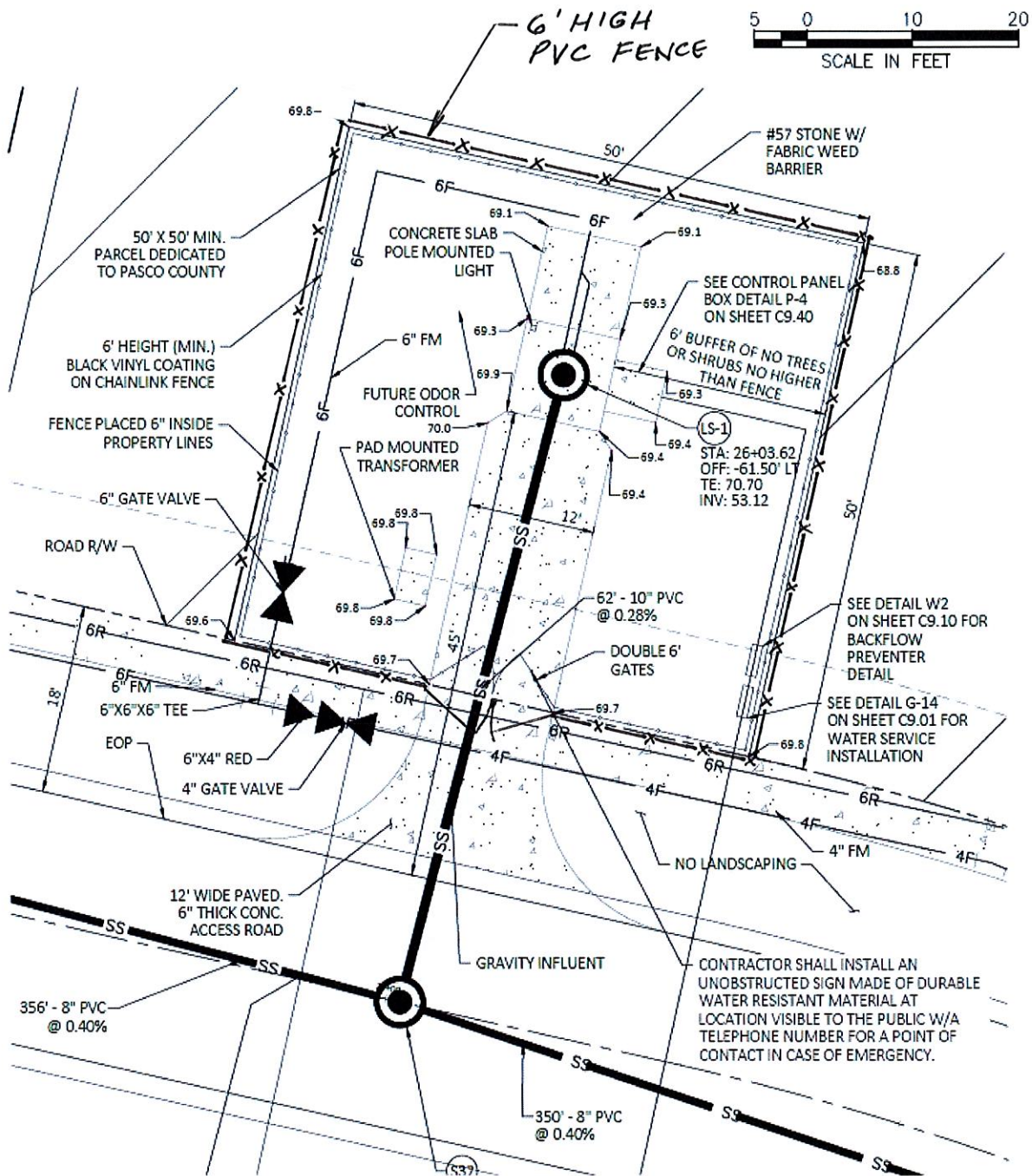
The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ in his/her capacity as _____ of _____
_____ CDD and by _____ in his/her capacity as _____
of _____ CDD on behalf of the company. He/She is
personally known to me or has produced _____ as identification.

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

EXHIBIT A



**COBBLESTONE
COMMUNITY DEVELOPMENT DISTRICT**

August 26, 2022, Minutes of the Public Hearing and Regular Meeting

MINUTES OF THE PUBLIC HEARING AND REGULAR MEETING

The Public Hearing and Regular Meetings of the Board of Supervisors for the Cobblestone Community Development District was held on **Friday, August 26, 2022, at 10:00 a.m.** at the Long Lake Reserve Amenity Center located at 19617 Breynia Dr., Lutz, FL 33558.

1. CALL TO ORDER

Brian Lamb called the Public Hearing and Regular Meetings of the Board of Supervisors of the Cobblestone Community Development District to order on **Friday, August 26, 2022, at 10:01 a.m.**

Board Members Present and Constituting a Quorum:

Betty Valenti	Chair
Keith Malcuit	Vice-Chair
Lee Thompson	Supervisor
John Blakley	Supervisor
Brian Soldano	Supervisor

Staff Members Present:

Brian Radcliff	District Manager, Inframark
Erin McCormick	District Counsel, Erin McCormick Law

There were no audience or general public member present.

2. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS

There were no audience questions or comments pertaining to the agenda items.

3. RECESS TO PUBLIC HEARING

Bryan Radcliff directed the Board to recess to Public Hearing.

4. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2023 BUDGET

A. Open the Public Hearing on Final Fiscal Year 2023 Budget

MOTION TO:	Open the Public Hearing.
MADE BY:	Supervisor Valenti
SECONDED BY:	Supervisor Malcuit
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	5/0 - Motion Passed Unanimously

B. Staff Presentation

There were no staff presentation.

C. Public Comment

There were no public comments.

D. Consideration of Resolution 2022-36; Adopting Final Fiscal Year 2023 Budget

The Board reviewed and discussed the resolution.

MOTION TO:	Approve Resolution 2022-36.
MADE BY:	Supervisor Valenti
SECONDED BY:	Supervisor Malcuit
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

E. Close the Public Hearing on Adopting Final Fiscal Year 2023 Budget

MOTION TO:	Close the Public Hearing.
MADE BY:	Supervisor Blakley
SECONDED BY:	Supervisor Thompson
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

5. PUBLIC HEARING ON LEVYING O&M ASSESSMENTS

A. Open the Public Hearing on Levying O&M Assessments

MOTION TO:	Open the Public Hearing.
MADE BY:	Supervisor Malcuit
SECONDED BY:	Supervisor Valenti
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

B. Staff Presentation

There were no staff presentation to the Board.

C. Public Comment

There were no public comments.

D. Consideration of Resolution 2022-37; Levying O&M Assessments

i. Developer Budget Funding Agreement

The Board Adopted Resolution 2022-37, Levying O&M Assessments.

MOTION TO:	Adopt Resolution 2022-37 subject to modification of the debt payment assessment due date, correction of District name on page 2 of the Resolution and Approval of the Developer Funding Agreement in substantial form.
MADE BY:	Supervisor
SECONDED BY:	Supervisor
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

E. Close the Public Hearing on Levying O&M Assessments

MOTION TO:	Close the Public Hearing.
MADE BY:	Supervisor Malcuit
SECONDED BY:	Supervisor Valenti
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion Passed Unanimously

6. RETURN AND PROCEED TO THE REGULAR MEETING

Mr. Radcliff directed the Board to proceed to the regular meeting.

7. BUSINESS ITEMS

A. Consideration of Resolution 2022-38; Setting FY 2023 Meeting Schedule

The Board Adopted Resolution 2022-38, Setting the FY 2023 Meeting Schedule eliminate the combining of the November and December meeting dates into a new date on December 2, 2022.

MOTION TO:	Approve Resolution 2022-38.
MADE BY:	Supervisor Valenti
SECONDED BY:	Supervisor Malcuit
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	5/0 - Motion Passed Unanimously

B. Consideration of Landscape Maintenance Services Proposals

Mr. Radcliff presented the three proposals for Landscape Maintenance for the District. The Board Approved the proposal from Yellowstone pending an on-site inspection to clarify the scope of service and solidify price.

MOTION TO:	Approve the proposal from Yellowstone pending an on-site inspection to clarify the scope of service and solidify price.
MADE BY:	Supervisor Blakley
SECONDED BY:	Supervisor Thompson
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	5/0 – Motion Passed Unanimously

C. Consideration of Agreement for District Engineering Services

The Board Approved the Agreement for District Engineering Services with Stantec in Substantial Form.

MOTION TO:	Approve the agreement for District Engineering Services with Stantec in substantial form.
MADE BY:	Supervisor Valenti
SECONDED BY:	Supervisor Thompson
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	5/0 – Motion Passed Unanimously

D. General Matters of the District

There are no general matters at this time.

8. CONSENT AGENDA ITEMS

A. Consideration of Regular Meeting Minutes July 22, 2022

B. Consideration of Operations and Maintenance Expenditures July 2022

C. Review of Financial Reports for Month Ending July 31, 2022

The Board Approved Consent Agenda Items A – C (Regular meeting minutes from the meeting held on 07/22/2022, O&M Expenditures for July 2022, and Financials for the month ending 07/31/2022) pending reclassification of invoices for DC charged to the O&M account that should have been charged to the Construction account.

MOTION TO:	Approve the Consent Agenda items A-C.
MADE BY:	Supervisor Valenti
SECONDED BY:	Supervisor Soldano
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 – Motion Passed Unanimously

9. STAFF REPORTS

A. District Counsel

B. District Engineer

C. District Manager

There were no Board member comments at this time.

10. BOARD MEMBERS COMMENTS

There were no supervisor comments at this time.

11. PUBLIC MEMEBERS COMMENTS

There were no public comments.

12. ADJOURNMENT

MOTION TO:	Adjourned at 10:30 A.M.
MADE BY:	Supervisor Valenti
SECONDED BY:	Supervisor Thompson
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	5/0 – Motion Passed Unanimously

**Please note the entire meeting is available on disc.*

**These minutes were done in summary format.*

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Printed Name

Title:

- ☐ **Secretary**
☐ **Assistant Secretary**

Title:

- ☐ **Chairman**
☐ **Vice Chairman**

Official District Seal

Recorded by Records Administrator

Signature

Date

Cobblestone Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Monthly Contract Sub-Total		\$ 0.00		
Variable Contract				
Supervisor: Lee Thompson	LT 082622	\$ 200.00		Supervisor Fee - 08/26/22
Variable Contract Sub-Total		\$ 200.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Erin McCormick	10605	\$ 905.76		Professional Service - Thru 08/05/22
Tampa Bay Times	320362 072722	1,049.50		O&M Assessment - 07/27/22
Tampa Bay Times	320362 080322	117.20	\$ 1,166.70	Budget Hearing - 08/03/22
Regular Services Sub-Total		\$ 2,072.46		
Additional Services				
Supervisor: John Blakley	JB 082622	\$ 200.00		Supervisor Fee - 08/26/22
Additional Services Sub-Total		\$ 200.00		
TOTAL:		\$ 2,472.46		

Approved (with any necessary revisions noted):

Signature

Printed Name

Cobblestone Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
--------	---------------------------	--------	-----------------	----------------------


Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

Cobblestone CDD

MEETING DATE: August 26, 2022

DMS Staff Signature _____

 BRYAN RADCLIFF

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Betty Valenti	✓	Salary Waived	\$0
Keith Malcuit	✓	Salary Waived	\$0
Lee Thompson	✓	Salary Accepted	\$200
John Blakley	✓	Salary Accepted	\$200
Brian Soldano	✓	Salary Waived	\$0

LT 082622



Erin McCormick | Law, PA

Erin McCormick, Esq.

Cobblestone CDD

Brittany Crutchfield
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
Email: districtinvoices@merituscorp.com,
brittany.crutchfield@merituscorp.com

Invoice Date	Invoice Number
08/05/2022	10605
Terms	Service Through
	08/05/2022

In Reference To: General Representation (Work)

Date	By	Services	Hours	Amount
07/22/2022	Erin R McCormick	Review of Agenda and prepare for Board of Supervisors meeting	2.00	\$ 720.00
08/04/2022	Erin R McCormick	Review of emails from Betty Valenti and public records requests and respond to Supervisor Valenti; email to Bryan Radcliff and Brian Lamb regarding above;	0.40	\$ 144.00

In Reference To: General Representation (Expenses)

Date	By	Expenses	Amount
07/22/2022	Erin R McCormick	Mileage and tolls to and from Board meeting	\$ 41.76

Total Hours	2.40 hrs
Total Work	\$ 864.00
Total Expenses	\$ 41.76
Total Invoice Amount	\$ 905.76
Previous Balance	\$ 2,476.74
7/12/2022 Payment - Check Split Payment	(\$2,476.74)
Balance (Amount Due)	\$ 905.76

3314 Henderson Boulevard | Suite 103 | Tampa, FL 33609

o: 813.579.2653 | erin@emccormicklaw.com | f: 813.315.6333



Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name	
07/27/22		COBBLESTONE CDD	
Billing Date		Sales Rep	Customer Account
07/27/2022		Deirdre Bonett	320362
Total Amount Due			Ad Number
\$1,049.50			0000238063

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
07/27/22	07/27/22	0000238063	Times	Legals CLS	O&M Assessments	1	4x10.25 IN	\$1,045.50
07/27/22	07/27/22	0000238063	Tampabay.com	Legals CLS	O&M Assessments	1	4x10.25 IN	\$0.00
					AffidavitMaterial			\$4.00

Y 801
57300
122

Received
AUG 01 2022

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates		Advertiser Name	
07/27/22		COBBLESTONE CDD	
Billing Date		Sales Rep	Customer Account
07/27/2022		Deirdre Bonett	320362
Total Amount Due			Ad Number
\$1,049.50			0000238063

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO:

TIMES PUBLISHING COMPANY

REMIT TO:

COBBLESTONE CDD
C/O MERITUS
2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33607

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396


Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

} ss


Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: O&M Assessments** was published in said newspaper by print in the issues of **7/27/22** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco** County, Florida and that the said newspaper has heretofore been continuously published in said **Pasco** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pasco** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not 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.



Signature Affiant

Sworn to and subscribed before me this **07/27/2022**



Signature of Notary Public

Personally known _____ **X** _____ or produced identification

Type of identification produced _____



Notice of Public Hearing and Board of Supervisors Meeting of the Cobblestone Community Development District I

The Board of Supervisors (the "Board") of the Cobblestone Community Development District I (the "District") will hold a public hearing and a meeting on **August 26, 2022, at 10:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638.**

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2022-2023 proposed budget and the proposed levy of its annually recurring non-ad valorem special assessments for operation and maintenance to fund the items described in the proposed budget (the "O&M Assessments").

At the conclusion of the public hearing, the Board will, by resolution, adopt a final budget, provide for the levy, collection, and enforcement of the O&M Assessments, and certify an assessment roll. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budget, preliminary assessment roll, and the agenda may be viewed on the District's website at least 2 days before the meeting www.cobblestonecdd.com, or may be obtained by contacting the District Manager's office via email at Brian.Lamb@inframark.com or via phone at (813) 873-7300.

The table below presents the proposed schedule of the O&M Assessments. Amounts are preliminary and subject to change at the meeting and in any future year.

SCHEDULE OF ANNUAL ASSESSMENTS

FISCAL YEAR 2023					
Lot Size	EAU Value	Unit Count	Debt Service Per Unit	O&M Per Unit ⁽²⁾	FY 2023 Total Assessment ⁽¹⁾
PHASE 1 – SERIES 2022-1 BONDS					
Single Family 40'	1.00	128	\$1,233.62	\$919.13	\$2,152.65
Single Family 50'	1.25	54	\$1,541.90	\$1,148.91	\$2,690.81
PHASE 1 – SERIES 2022-2 BONDS					
Single Family 40'	1.00	30	\$1,233.83	\$919.13	\$2,152.96
Single Family 50'	1.25	64	\$1,542.28	\$1,148.91	\$2,691.19
Subtotal		276			
PHASE 2 – FUTURE BONDS					
Single Family 40'	1.00	43	\$0.00	\$919.13	\$919.13
Single Family 50'	1.25	76	\$0.00	\$1,148.91	\$1,148.91
Subtotal		119			
PHASE 3 – FUTURE BONDS					
Single Family 40'	1.00	129	\$0.00	\$919.13	\$919.13
Single Family 50'	1.25	63	\$0.00	\$1,148.91	\$1,148.91
Subtotal		192			
Total		587			

Notations:

- ⁽¹⁾ Annual assessments are adjusted for Pasco County collection fees and statutory discounts for early payment.
- ⁽²⁾ Operations assessments for FY 2023 will be developer funded on actual expenses and collected only from Phase 1. Amounts listed are for informational purposes and reflect operations assessments once the community is complete based on the current budget.
- ⁽³⁾ The District is actively undergoing construction to complete the capital improvement program.

The O&M Assessments (in addition to debt assessments, if any) will appear on November 2022 Pasco County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

The County Tax Collector will collect the assessments for all lots and parcels within the District. Alternatively, the District may elect to directly collect its assessments in accordance with Chapter 190, Florida Statutes. Failure to pay the District's assessments will cause a tax certificate to be issued against the property which may result in a loss of title or a foreclosure action to be filed against the property. All affected property owners have the right to appear at the public hearing and to file written objections with the District within 20 days of publication of this notice.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 2 business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

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

Brian Lamb
District Manager



Cobblestone CDD Boundaries and Phase I Assessment Area

COBBLESTONE CDD

Tampa Bay Times

tampabay.com

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

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08/03/2022	Deirdre Bonett	320362
Total Amount Due	Ad Number	
\$117.20	0000238064	

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
08/03/22	08/03/22	0000238064	Times	Legals CLS	Budget Hearing	1	2x49 L	\$115.20
08/03/22	08/03/22	0000238064	Tampabay.com	Legals CLS	Budget Hearing	1	2x49 L	\$0.00
					AffidavitMaterial			\$2.00

184
4801
51300

Received
AUG 03 2022

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

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DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates	Advertiser Name	
08/ 3/22	COBBLESTONE CDD	
Billing Date	Sales Rep	Customer Account
08/03/2022	Deirdre Bonett	320362
Total Amount Due	Ad Number	
\$117.20	0000238064	

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO:

TIMES PUBLISHING COMPANY

COBBLESTONE CDD
C/O MERITUS
2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33607

REMIT TO:

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Budget Hearing** was published in said newspaper by print in the issues of: **8/3/22** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco** County, Florida and that the said newspaper has heretofore been continuously published in said **Pasco** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pasco** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not 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.

Signature Affiant

Sworn to and subscribed before me this **08/03/2022**

Signature of Notary Public

Personally known ☒ or produced identification

Type of identification produced

Notice of Public Hearing and Board of Supervisors Meeting of the Cobblestone Community Development District

The Board of Supervisors (the "Board") of the Cobblestone Community Development District (the "District") will hold a public hearing and a meeting on August 26, 2022, at 10:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638.

The purpose of the public hearing is to receive public comments on the proposed adoption of the District's fiscal year 2022-2023 proposed budget. A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the proposed budget and the agenda may be obtained by contacting the District Manager's office via email at brian.lamb@inframark.com or via phone at (813) 873-7300.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting. There may be occasions when staff or Board members may participate by speaker telephone.

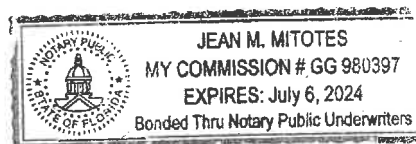
In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

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

Brian Lamb
District Manager

Run Date: August 3, 2022

0000238064



Cobblestone CDD

MEETING DATE: August 26, 2022

DMS Staff Signature _____

 **BRYAN RADCLIFF**

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Betty Valenti	✓	Salary Waived	\$0
Keith Malcuit	✓	Salary Waived	\$0
Lee Thompson	✓	Salary Accepted	\$200
John Blakley	✓	Salary Accepted	\$200
Brian Soldano	✓	Salary Waived	\$0

JB082622

Cobblestone Community Development District

Financial Statements
(Unaudited)

Period Ending
August 31, 2022



Inframark LLC
2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

Cobblestone CDD
Balance Sheet
As of 8/31/2022

(In Whole Numbers)

	General Fund	Total
Assets		
Cash - Operating Account	10,095.00	10,095.00
Revenue Account - Series 2022-1 (2000)	0.00	2.00
Reserve Account Series 2022-1	0.00	113,343.00
Acquisition and Construction Account Series 2022-1 (2005)	0.00	750.00
Costs of Issuance Account Series 2022-1 (2006)	0.00	0.00
Revenue Account Series 2022-2 (6000)	0.00	1.00
Revenue Account Series 2022-2 (6003)	0.00	63,789.00
Acquisition and Construction Account Series 2022-2 (6005)	0.00	0.00
Costs of Issuance Account Series 2022-2 (6006)	0.00	0.00
Capitalized Interest Account Series 2022-2 (6007)	0.00	139,542.00
Construction Work In Progress	0.00	5,174,944.00
Investment In General Fixed Assets	0.00	(5,174,944.00)
Other	0.00	5,875,000.00
Total Assets	<u>10,095.00</u>	<u>6,202,521.00</u>
Liabilities		
Accounts Payable	400.00	400.00
Revenue Bonds Payable - Series 2022-1	0.00	3,720,897.00
Revenue Bonds Payable - Series 2022-2	<u>0.00</u>	<u>2,105,137.00</u>
Total Liabilities	<u>400.00</u>	<u>5,826,435.00</u>
Fund Equity & Other Credits Contributed Capital	9,695.00	376,087.00
Total Liabilities & Fund Equity	<u>10,095.00</u>	<u>6,202,521.00</u>

Cobblestone CDD
Statement of Revenues, Expenditures, Change in Fund Balance
From 10/1/2021 Through 8/31/2022

001 - General Fund
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service				
Operations & Maintenance Assmts -	563,167.00	0.00	(563,167.00)	(100)%
Off Tax Roll				
Contributions & Donations From				
Private Sources				
Developer Fundings	0.00	42,250.00	42,250.00	0 %
Total Revenues	<u>563,167.00</u>	<u>42,250.00</u>	<u>(520,917.00)</u>	<u>(92)%</u>
Expenditures				
Legislative				
Supervisor Fees	0.00	3,600.00	(3,600.00)	0 %
Financial & Administrative				
Administration Services	3,750.00	313.00	3,438.00	92 %
District Manager	20,833.00	3,472.00	17,361.00	83 %
District Engineer	9,500.00	0.00	9,500.00	100 %
Recording Secretary	2,000.00	646.00	1,354.00	68 %
Organizational Meeting / Initial Set	4,000.00	0.00	4,000.00	100 %
Up				
Construction Accounting	4,500.00	0.00	4,500.00	100 %
Dissemination Services	2,083.00	0.00	2,083.00	100 %
Financial & Revenue Collections	2,625.00	0.00	2,625.00	100 %
Rentals and Leases	500.00	0.00	500.00	100 %
Office Supplies	100.00	109.00	(9.00)	(9)%
Technology Services	500.00	0.00	500.00	100 %
Accounting Services	10,000.00	1,667.00	8,333.00	83 %
Postage, Phone, Faxes, Copies	500.00	8.00	492.00	98 %
Public Officials Insurance	2,500.00	0.00	2,500.00	100 %
Legal Advertising	3,500.00	5,031.00	(1,531.00)	(44)%
Bank Fees	200.00	93.00	107.00	54 %
Dues, Licenses, & Fees	175.00	750.00	(575.00)	(329)%
Miscellaneous Fees	250.00	807.00	(557.00)	(223)%
Website Maintenance	2,000.00	167.00	1,833.00	92 %

Cobblestone CDD
Statement of Revenues, Expenditures, Change in Fund Balance
From 10/1/2021 Through 8/31/2022

001 - General Fund
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
ADA Website Set Up / Compliance	1,800.00	2,900.00	(1,100.00)	(61)%
Legal Counsel				
District Counsel	9,500.00	12,994.00	(3,494.00)	(37)%
Electric Utility Services				
Electric Utility Services -	75,000.00	0.00	75,000.00	100 %
Electric Utility Services - All Others	12,000.00	0.00	12,000.00	100 %
Garbage / Solida Waste Services				
Garbage Recreation Center	2,800.00	0.00	2,800.00	100 %
Water-Sewer Combination Services				
Water Utlity Services	4,500.00	0.00	4,500.00	100 %
Stormwater Control				
Aquatic Maintenance	18,000.00	0.00	18,000.00	100 %
Aquatic Plant Replacement	500.00	0.00	500.00	100 %
Other Physical Environment				
General Liability Insurance	3,200.00	0.00	3,200.00	100 %
Property & Casualty Insurance	22,500.00	0.00	22,500.00	100 %
Entry & Wall Maintenance	1,500.00	0.00	1,500.00	100 %
Landscape Maintenance	230,000.00	0.00	230,000.00	100 %
Miscellaneous Landscape	5,000.00	0.00	5,000.00	100 %
Plant Replacement Program	10,000.00	0.00	10,000.00	100 %
Irrigation Maintenance	12,000.00	0.00	12,000.00	100 %
Landscape Mulch	18,500.00	0.00	18,500.00	100 %
Landscape Annuals	14,000.00	0.00	14,000.00	100 %
Road & Street Facilities				
Pavement & Drainage Maintenance	1,500.00	0.00	1,500.00	100 %
Parks and Recreation				
Field Services	12,000.00	0.00	12,000.00	100 %
Facility Maintenance	7,500.00	0.00	7,500.00	100 %
Playground Equipment	300.00	0.00	300.00	100 %
Pool Service Contract	12,000.00	0.00	12,000.00	100 %
Pool Repairs	2,500.00	0.00	2,500.00	100 %
Pool Permits	350.00	0.00	350.00	100 %
Facility A/C Maintenance	1,000.00	0.00	1,000.00	100 %

Cobblestone CDD
Statement of Revenues, Expenditures, Change in Fund Balance
From 10/1/2021 Through 8/31/2022

001 - General Fund
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Access Control Maintenance	2,000.00	0.00	2,000.00	100 %
Event Services & Supplies	500.00	0.00	500.00	100 %
Telephone / Internet Services	950.00	0.00	950.00	100 %
Facility Janitorial Services	7,500.00	0.00	7,500.00	100 %
Facility Janitorial Supplies	750.00	0.00	750.00	100 %
Dog Waste Station Service and Supplies	1,500.00	0.00	1,500.00	100 %
Contingency				
Miscellaneous Contingency	<u>2,500.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>100 %</u>
Total Expenditures	<u>563,167.00</u>	<u>32,555.00</u>	<u>530,612.00</u>	<u>94 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0.00</u>	<u>9,695.00</u>	<u>9,695.00</u>	<u>0 %</u>
Excess of Revenue/Other Sources Over Expenditures/Other Uses	<u>0.00</u>	<u>9,695.00</u>	<u>9,695.00</u>	<u>0 %</u>
Fund Balance - End of Period	<u>0.00</u>	<u>9,695.00</u>	<u>9,695.00</u>	<u>0 %</u>

Cobblestone CDD
Statement of Revenues, Expenditures, Change in Fund Balance
From 10/1/2021 Through 8/31/2022

100 - Debt Service Fund - Series 2022-1
(In Whole Numbers)

	<u>Total Budget - Original</u>	<u>Current Period Actual</u>	<u>YTD Budget Variance - Original</u>	<u>Percent Total Budget Remaining - Original</u>
Revenues				
Interest Earnings				
Interest Earnings	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0 %</u>
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0 %</u>
Excess of Revenues Over (Under)	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0 %</u>
Expenditures				
Excess of Revenue/Other Sources Over Expenditures/Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0 %</u>
Fund Balance - End of Period	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0 %</u>

Cobblestone CDD
Statement of Revenues, Expenditures, Change in Fund Balance
From 10/1/2021 Through 8/31/2022

101 - Capital Projects Fund - Series 2022-1
(In Whole Numbers)

	<u>Total Budget - Original</u>	<u>Current Period Actual</u>	<u>YTD Budget Variance - Original</u>	<u>Percent Total Budget Remaining - Original</u>
Revenues				
Interest Earnings				
Interest Earnings	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0 %</u>
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0 %</u>
Expenditures				
Other Physical Environment				
Improvements Other Than	<u>0.00</u>	<u>3,394,095.00</u>	<u>(3,394,095.00)</u>	<u>0 %</u>
Total Expenditures	<u>0.00</u>	<u>3,394,095.00</u>	<u>(3,394,095.00)</u>	<u>0 %</u>
Excess of Revenues Over (Under)	<u>0.00</u>	<u>(3,394,095.00)</u>	<u>(3,394,095.00)</u>	<u>0 %</u>
Expenditures				
Excess of Revenue/Other Sources Over	<u>0.00</u>	<u>(3,394,095.00)</u>	<u>(3,394,095.00)</u>	<u>0 %</u>
Expenditures/Other Uses				
Fund Balance - End of Period	<u>0.00</u>	<u>(3,394,095.00)</u>	<u>(3,394,095.00)</u>	<u>0 %</u>

Cobblestone CDD
Statement of Revenues, Expenditures, Change in Fund Balance
From 10/1/2021 Through 8/31/2022

200 - Debt Service Fund - Series 2022 -1
(In Whole Numbers)

	<u>Total Budget - Original</u>	<u>Current Period Actual</u>	<u>YTD Budget Variance - Original</u>	<u>Percent Total Budget Remaining - Original</u>
Revenues				
Interest Earnings				
Interest Earnings	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>0 %</u>
Total Revenues	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>0 %</u>
Excess of Revenues Over (Under)	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>0 %</u>
Expenditures				
Excess of Revenue/Other Sources Over	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>0 %</u>
Expenditures/Other Uses				
Fund Balance - End of Period	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>0 %</u>

Cobblestone CDD
Statement of Revenues, Expenditures, Change in Fund Balance
From 10/1/2021 Through 8/31/2022

201 - Debt Service Fund - Series 2022-2
(In Whole Numbers)

	<u>Total Budget - Original</u>	<u>Current Period Actual</u>	<u>YTD Budget Variance - Original</u>	<u>Percent Total Budget Remaining - Original</u>
Revenues				
Interest Earnings				
Interest Earnings	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>0 %</u>
Total Revenues	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>0 %</u>
Expenditures				
Other Physical Environment				
Improvements Other Than	<u>0.00</u>	<u>1,780,849.00</u>	<u>(1,780,849.00)</u>	<u>0 %</u>
Total Expenditures	<u>0.00</u>	<u>1,780,849.00</u>	<u>(1,780,849.00)</u>	<u>0 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0.00</u>	<u>(1,780,847.00)</u>	<u>(1,780,847.00)</u>	<u>0 %</u>
Excess of Revenue/Other Sources Over Expenditures/Other Uses	<u>0.00</u>	<u>(1,780,847.00)</u>	<u>(1,780,847.00)</u>	<u>0 %</u>
Fund Balance - End of Period	<u>0.00</u>	<u>(1,780,847.00)</u>	<u>(1,780,847.00)</u>	<u>0 %</u>

Cobblestone CDD
Statement of Revenues, Expenditures, Change in Fund Balance
From 10/1/2021 Through 8/31/2022

300 - Capital Projects Fund - Series 2022-1
(In Whole Numbers)

	<u>Total Budget - Original</u>	<u>Current Period Actual</u>	<u>YTD Budget Variance - Original</u>	<u>Percent Total Budget Remaining - Original</u>
Revenues				
Interest Earnings				
Interest Earnings	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0 %</u>
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0 %</u>
Expenditures				
Financial & Administrative				
Underwriter's Discount	<u>0.00</u>	<u>75,000.00</u>	<u>(75,000.00)</u>	<u>0 %</u>
Total Expenditures	<u>0.00</u>	<u>75,000.00</u>	<u>(75,000.00)</u>	<u>0 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0.00</u>	<u>(75,000.00)</u>	<u>(75,000.00)</u>	<u>0 %</u>
Excess of Revenue/Other Sources Over Expenditures/Other Uses	<u>0.00</u>	<u>(75,000.00)</u>	<u>(75,000.00)</u>	<u>0 %</u>
Fund Balance - End of Period	<u>0.00</u>	<u>(75,000.00)</u>	<u>(75,000.00)</u>	<u>0 %</u>

Cobblestone CDD
Statement of Revenues, Expenditures, Change in Fund Balance
From 10/1/2021 Through 8/31/2022

301 - Capital Projects Fund - Series 2022-2
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0.00	1.00	1.00	0 %
Total Revenues	0.00	1.00	1.00	0 %
Expenditures				
Financial & Administrative				
Underwriter's Discount	0.00	42,500.00	(42,500.00)	0 %
Total Expenditures	0.00	42,500.00	(42,500.00)	0 %
Excess of Revenues Over (Under) Expenditures	0.00	(42,499.00)	(42,499.00)	0 %
Excess of Revenue/Other Sources Over Expenditures/Other Uses	0.00	(42,499.00)	(42,499.00)	0 %
Fund Balance - End of Period	0.00	(42,499.00)	(42,499.00)	0 %

Cobblestone CDD
Statement of Revenues, Expenditures, Change in Fund Balance
From 10/1/2021 Through 8/31/2022

950 - General Long-Term Debt Account
Group
(In Whole Numbers)

	<u>Total Budget - Original</u>	<u>Current Period Actual</u>	<u>YTD Budget Variance - Original</u>	<u>Percent Total Budget Remaining - Original</u>
Expenditures				
Financial & Administrative				
Original Issue Discount (Premium)	<u>0.00</u>	<u>(48,965.00)</u>	<u>48,965.00</u>	<u>0 %</u>
Total Expenditures	<u>0.00</u>	<u>(48,965.00)</u>	<u>48,965.00</u>	<u>0 %</u>
Excess of Revenues Over (Under)	<u>0.00</u>	<u>48,965.00</u>	<u>48,965.00</u>	<u>0 %</u>
Expenditures				
Excess of Revenue/Other Sources Over	<u>0.00</u>	<u>48,965.00</u>	<u>48,965.00</u>	<u>0 %</u>
Expenditures/Other Uses				
Fund Balance - End of Period	<u>0.00</u>	<u>48,965.00</u>	<u>48,965.00</u>	<u>0 %</u>

Cobblestone CDD
Reconcile Cash Accounts

Summary
Cash Account: 10101 Cash - Operating Account
Reconciliation ID: 08/31/2022
Reconciliation Date: 8/31/2022
Status: Locked

Bank Balance	13,337.92
Less Outstanding Checks/Vouchers	0.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	(3,242.90)
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	10,095.02
Balance Per Books	<u>10,095.02</u>
Unreconciled Difference	<u>0.00</u>

Click the Next Page toolbar button to view details.

Cobblestone CDD
Reconcile Cash Accounts

Detail
Cash Account: 10101 Cash - Operating Account
Reconciliation ID: 08/31/2022
Reconciliation Date: 8/31/2022
Status: Locked
Outstanding Other Cash Items

Document Number	Document Date	Document Description	Document Amount
320362 010522	4/26/2022	payment made by wire	(107.60)
320362 010522 2	4/26/2022	payment made by wire	(1,606.50)
320362 010522 201837	4/26/2022	payment made by wire	(338.00)
320362 010522 202834	4/26/2022	payment made by wire	(105.20)
320362 011222	4/26/2022	payment made by wire	(225.20)
320362 020222	4/26/2022	payment made by wire	(227.60)
320362 020922	4/26/2022	payment made by wire	(501.20)
320362 020922 209247	4/26/2022	payment made by wire	(131.60)
Outstanding Other Cash Items			(3,242.90)

Cobblestone CDD
Reconcile Cash Accounts

Detail
Cash Account: 10101 Cash - Operating Account
Reconciliation ID: 08/31/2022
Reconciliation Date: 8/31/2022
Status: Locked
Cleared Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1020	7/7/2022	System Generated Check/Voucher	3,136.45	Inframark LLC
1022	7/27/2022	System Generated Check/Voucher	200.00	John C. Blakley
1023	7/27/2022	System Generated Check/Voucher	200.00	Lee R. Thompson
1024	8/11/2022	System Generated Check/Voucher	1,049.50	Times Publishing Company
1025	8/19/2022	System Generated Check/Voucher	905.76	Erin McCormick Law, PA
1026	8/19/2022	System Generated Check/Voucher	117.20	Times Publishing Company
011	8/22/2022	August Service Charges	<u>22.59</u>	
Cleared Checks/Vouchers			<u>5,631.50</u>	