



**JOURNEY'S END
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
JANUARY 11, 2023
7:00 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.journeysendcdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
JOURNEY’S END COMMUNITY DEVELOPMENT DISTRICT
Conference Room at Journey’s End Clubhouse
6400 Journey’s End Drive
Lake Worth, Florida 33467
REGULAR BOARD MEETING
January 11, 2023
7:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes.
 - 1. November 29, 2022 Special Board Meeting.....Page 2
- G. Old Business
 - 1. Update Regarding LWDD Canals and Fencing
 - 2. Update Regarding Lake Easement Encroachments
- H. New Business
 - 1. Consider Approval of Lake Maintenance Proposals.....Page 5
- I. Administrative Matters
 - 1. Financials.....Page 19
- J. Board Members Comments
- K. Adjourn

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Laura Archer
Laura Archer
Journey's End Community Development District
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF FLORIDA, COUNTY OF PALM BEACH

The Palm Beach Post, a daily newspaper printed and published in the city of West Palm Beach and of general circulation in Palm Beach, Martin, Okeechobee and St Lucie Counties, Florida; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

10/25/2022

and that the fees charged are legal.
Sworn to and subscribed before on 10/25/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$219.39

Order No: 7944518

Customer No: 860300

PO #: FY 22/23 Meetings

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

JOURNEY'S END COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
REGULAR MEETING SCHEDULE
NOTICE IS HEREBY GIVEN that
the Board of Supervisors of the
Journey's End Community Develop-
ment District will hold Regular
Meetings at 7:00 p.m. in the Confer-
ence Room at Journey's End Club-
house, 6400 Journey's End Drive,
Lake Worth, Florida 33467, on the
following dates:

November 9, 2022

January 11, 2023

April 12, 2023

June 14, 2023

July 12, 2023

September 13, 2023

The purpose of the meetings is to
conduct any business coming before
the Board. Meetings are open to the
public and will be conducted in
accordance with the provisions of
Florida law. Copies of the Agendas
for any of the meetings may be
obtained from the District's website
or by contacting the District
Manager at (561) 630-4922 and/or toll
free at 1-877-737-4922.

One or more Supervisors may
participate by telephone; therefore,
at the location of these meetings
there will be a speaker telephone
present so that interested persons
can attend the meetings at the
above location and be fully informed
of the discussions taking place
either in person or by telephone
communication. Meetings may be
continued as found necessary to a
time and place specified on the
record.

If any person decides to appeal any
decision made with respect to any
matter considered at these meet-
ings, such person will need a record
of the proceedings and such person
may need to ensure that a verbatim
record of the proceedings is made at
his or her own expense and which
record includes the testimony and
evidence on which the appeal is
based.

In accordance with the provisions of
the Americans with Disabilities Act,
any person requiring special accom-
modations or an interpreter to
participate at any of these meetings
should contact the District Manager
at (561) 630-4922 and/or toll free at 1-
877-737-4922 at least seven (7) days
prior to the date of the particular
meeting.

Meetings may be cancelled from
time to time without advertised
notice.

JOURNEY'S END COMMUNITY
DEVELOPMENT DISTRICT
www.journeysendcdd.org
Oct. 25, 2022 #7944518

KATHLEEN ALLEN
Notary Public
State of Wisconsin

**JOURNEY’S END COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
NOVEMBER 29, 2022**

A. CALL TO ORDER

District Manager Jason Pierman called the November 29, 2022, Special Board Meeting of the Journey’s End Community Development District (the “District”) to order at 7:00 p.m. in the Conference Room at Journey’s End Clubhouse located at 6400 Journey’s End Drive, Lake Worth, Florida 33467.

B. PROOF OF PUBLICATION

Mr. Pierman presented proof of publication that notice of the Special Board Meeting had been published in *The Palm Beach Post* on November 21, 2022, as legally required.

C. ESTABLISH A QUORUM

Mr. Pierman determined that the attendance of Chairman Alex Da Costa, Vice Chairman Alfred Marten and Supervisors Jeff Bates and Nancy Samuels constituted a quorum.

Staff in attendance were: District Manager Jason Pierman of Special District Services, Inc.; General Counsel Scott Cochran of Billing, Cochran, Lyles, Mauro & Ramsey; and District Engineer Karen Brandon of AECOM USA, Inc.

Also present were District residents Joy & Glenn Siegel.

D. ADDITIONS OR DELETIONS TO AGENDA

Mr. Pierman noted that because no one had qualified for the general election, it would be appropriate to reappoint Mr. Da Costa to Seat 4 and to declare Seat 5 vacant.

A **motion** was made by Ms. Samuels, seconded by Mr. Marten and unanimously passed reappointing Mr. Da Costa to Seat 4, which term expires in November 2026. A second **motion** was made by Ms. Samuels, seconded by Mr. Marten and unanimously passed declaring Seat 5 vacant.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. July 7, 2022, Public Hearing & Regular Board Meeting

Mr. Pierman presented the minutes of the July 7, 2022, Public Hearing & Regular Board Meeting and asked if there were any changes and/or additions.

There being no changes, a **motion** was made by Ms. Samuels, seconded by Mr. Bates and unanimously passed approving the minutes of the July 7, 2022, Public Hearing & Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Update Regarding Lake Worth Drainage District (LWDD) Canals

Ms. Branden explained that Hotwire asked if they could stake the area or mark up a drawing and that she was circling back to LWDD to see if those options would work. Discussion ensued regarding who granted the easement and their ability to force Hotwire to provide documentation. It was noted that the easement was not granted by the CDD, but most likely by the HOA.

Ms. Branden noted that the CDD still needed a permit from LWDD to construct the fence and indicated that she would contact them.

H. NEW BUSINESS

1. Consider Resolution No. 2022-04 – Adopting a Fiscal Year 2021/2022 Amended Budget

Resolution No. 2022-04 was presented, entitled:

RESOLUTION NO. 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE JOURNEY'S END COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Ms. Samuels, seconded by Mr. Da Costa and passed unanimously adopting Resolution No. 2022-04, as presented.

2. Accept and Review Annual Engineer's Report

Ms. Branden presented the report, noting that there were a few minor areas of erosion around intakes, some yard drains that should be addressed, and some plantings within the lake tract that should be removed. Following discussion, the Board directed Mr. Pierman to notify the homeowners pictured in figures 17, 45, and 65 that they need to remove their trees. The Board also requested that Ms. Branden summarize the other items that need to be addressed and what should be done with them.

A **motion** was made by Ms. Samuels, seconded by Mr. Da Costa and passed unanimously accepting the Annual Engineer's Report, as presented.

3. Consider Auditor Renewal

A **motion** was made by Mr. Bates, seconded by Ms. Samuels and passed unanimously approving the auditor renewal, as presented.

4. Discussion Regarding District Lakes

Mr. Da Costa presented lake bank pictures, pointing out that the grass was being killed along the water's edge from what he suspects is over-spraying. Following discussion, the Board requested that Mr. Pierman contact Allstate and ask that they not over-spray and to obtain proposals from other lake maintenance companies for the next meeting.

I. ADMINISTRATIVE MATTERS

1. Financials

Mr. Pierman noted that the next meeting was scheduled for January 11, 2023.

A **motion** was made by Ms. Samuels, seconded by Mr. Bates and unanimously passed appointing Glenn Siegel to Seat 5, which expires in 2026.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Bates, seconded by Mr. Marten and unanimously passed adjourning the meeting at 8:21 p.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Our programs include the following:

LAKE MAINTENANCE - (2) Visits Per Month Totaling (24) Visits Per Year

Services include control of invasive vegetation such as, shoreline grasses, floating vegetation, algae and submersed weeds in and around ponds using boats, ATV, backpack. Control will be done using a combination of chemical treatments, mechanical removal and manual Removal using best management practices. All treatments will be done as needed.

LITTORAL MAINTENANCE - (1) Visits Per Month Totaling (12) Visits Per Year

Services include control of invasive vegetation such as, shoreline grasses, floating vegetation, algae and submersed weeds in and around littoral. Work will be completed using boats, ATV, backpack using a combination of chemical treatments, mechanical removal and manual removal using best management practices. All treatments will be done as needed. During each visit our crew will also remove any trash found within littoral area. With littoral maintenance service you will be covered under our compliance and guarantee program that includes free supplemental planting when needed and if it were ever to fall out of compliance PBA will rectify the issue at no additional cost to you.

FOUNTAIN MAINTENANCE - (1) Visits Every 3 Months Totaling (4) Visits Per Year

Services include pressure cleaning of lights, tops of float and intake screens. Additionally preventative testing of control panel components it is potential downtime.

OTHER RECOMMENDED SERVICES

Annual Phosphorus Treatments - On going preapproved Phoslock treatment done every winter. Phosphorus is the primary source of food for algae greatly reducing reoccurring algae growth. Phoslock should be applied to or bodies that I have an abundance of Nutrients. The longevity of each treatment can vary from (1 to 5 years) and is dependent upon how much pollutants are being washed back into the lake. For best results treatments should be done when no algae is present in late winter just prior to the start of summer.

Annual Sonar Treatments - On going preventive Sonar treatment done in November to control lily's and other submersed plants. Because Sonar treats the entire waterbody and works over a 60 day period is important to have the chemical in the water at the start of the Summer and Winter growing seasons.

C. FEES AND COSTS
Waterway management/Littorals/Services shall be provided by PBA

(MONTHLY) LAKE MAINTENANCE :	\$ 1,100.00	TOTAL (MONTHLY) PAYMENT :	\$ 2,000.00
(MONTHLY) LITTORAL MAINTENANCE :	\$ 800.00	TOTAL (ANNUAL) COST :	\$ 24,000.00
(BI-MONTHLY) FOUNTAIN MAINTENANCE :	\$ 200.00	INITIAL HERE:	

PALM BEACH AQUATICS

Terms & Conditions

- D. **MATERIALS:** Only chemicals, weed control products, or other materials which have been approved by federal or state authorities shall be used by PBA.
- E. **TERM OF AGREEMENT:** This agreement shall be for a term of one (1) year. At the end of the term, this Agreement shall automatically renew for subsequent one (1) year terms unless terminated by either party as otherwise set forth herein. PBA agrees to commence treatment within fifteen (15) days from the date of acceptance of this proposal by customer (weather permitting). The prices for the services to be rendered by PBA shall be in effect for twelve (12) months from date of acceptance of this proposal; provided, however, that either party may cancel this Agreement by providing the other party with thirty (30) days written notice of cancellation. Subsequent to the initial twelve (12) month term of this agreement, PBA reserves the right to implement price changes for increases in PBA costs and services to be rendered under this Waterway and Environmental Areas Management Agreement upon the provision of thirty (30) days notice by PBA. In the event that customer agrees with PBA for additional services not provided for under the initial proposal herein, such price protection as is provided for in this paragraph shall not be in effect and the additional services shall be provided at PBA's customary rate for such services at the time that such additional treatments are initiated.
- F. **USE RESTRICTIONS:** PBA agrees that it shall conduct the water/environmental areas management in a manner consistent with good practice and in accordance with such methods and techniques as are reasonably necessary to maintain control. Customer agrees to abide by such time restrictions during and following treatment as are directed by PBA including, but not limited to, water use restrictions. PBA does not assume, and customer specifically waives any liability on the part of PBA, for failure by customer to abide by such directions as to time-use restrictions and for any liability as to additional parties not placed in notice of such restrictions by customer.
- G. **ADMINISTRATIVE REMEDIES:** PBA shall provide services hereunder in accordance with rules and regulations of any governmental, administrative, or regulatory body with jurisdiction over the services herein, but PBA reserves the right to pursue its administrative remedies as in compliance with such governmental directions. Services to be rendered during such pursuit of administrative remedies shall be performed by PBA in accordance with this Agreement irrespective of the pendency of the administrative proceedings unless PBA has been otherwise directed by the governmental agency involved.
- H. **DISCLAIMER AND TERMINATION RIGHT:** PBA specifically disclaims any liability and damages, penalties or otherwise for failure or delay in the performance of services hereunder caused by circumstances outside of its control, including, but not limited to weather conditions, strikes, riots, governmental orders and regulations preventing performance, curtailment of supply of weed control chemicals or materials or other circumstances beyond its reasonable control. In the event of the occurrence of any of the above conditions, PBA shall give notice to customer of such condition preventing performance hereunder. Customer shall have the right within thirty (30) days thereafter to terminate this agreement by providing notice to PBA in writing of the termination of this agreement.
- I. **ASSIGNMENT:** This agreement is not assignable by customers except upon prior written consent by PBA.
- J. **MODIFICATIONS:** This agreement constitutes the entire agreement of the parties herein and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both PBA and Customer.
- K. **ATTORNEYS' FEES:** PBA shall be entitled to reasonable attorney's fees (including appeal) for purposes of endorsement of the terms and conditions hereunder and shall be entitled to an award of reasonable attorney's fees (including appeal) together with costs and expenses thereof in the event of prevailing in litigation arising under the terms of this agreement.
- L. **NOTICE:** Notice required hereunder shall be made in writing to customer's address shown in this proposal and to PBA at its main office.
- M. **3RD PARTY COMPLIANCE:** If the customer requires PBA to enroll in any special third-party compliance programs, invoicing, or payment plans that charge PBA, those charges will be invoiced back to the customer.
- N. **MITIGATION PERMITS:** It is the customer's responsibility to inform PBA of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. Customer agrees to provide PBA with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. PBA assumes no responsibility for damage to desirable plants where customer has failed to disclose such information to PBA. Maintenance activities in designated mitigation areas are proposed under the assumption that there are no outstanding compliance issues with county or water management district regulators. It is the customer's responsibility to inform PBA of any such issues prior to contracting PBA or contract will need to be revised to include any mandatory cleanups to resolve said compliance issues. PBA will grant 80% survivorship on all plants installed and maintained by PBA (Excludes Acts of God, vandalism or any causes outside the control of Palm Beach Aquatics).
- O. **BANK GRASS CONTROL:** Under our "Bank Grass Control" program PBA will treat border grasses and brush to the water's edge. Certain plants, such as grasses and cattails, leave visible structure which may take several seasons to decompose. PBA is not responsible for removing said structures unless otherwise contracted.
- P. **LITTER:** Individual litter items to be removed are limited to non-natural materials; such as; paper products, Styrofoam cups, plastic bags, and aluminum cans. Construction debris, shopping carts, discarded household appliances, or any other objects not considered litter are not included in the trash/litter removal service and their removal may be subject to additional charges.
- Q. **ADDITIONAL SERVICES:** Except as noted herein, additional work as requested by customer such as large debris removal, plant cutting and/or removal, washout repair, and other manual maintenance will be considered as extra work and is subject to separate invoicing.
- R. **DISPOSAL:** Customer is responsible for providing an on-site location or dumpster for the disposal of collected materials. If customer is unable to provide PBA with access to such a site, customer will be responsible for any hauling or dumping fees that may be necessitated by the disposal of collected materials.
- S. **WATER BODY CONTROL STRUCTURE CLEANING/MAINTENANCE:** Cleaning and maintenance activities listed in PBA proposals pertain to keeping inflow and outflow structures clear of vegetation or debris that may clog or disrupt proper flow and efficiency of structures. These activities do not include structural repairs and/or major sediment removals or underground clearings of built-up material. Sonar treatments to prevent or treat select submersed weed is not included.
- T. **FOUNTAIN SERVICES:** **A)** Stammered fountain cleaning included in a service at no charge is a Superficial cleaning and includes the lights nozzle and float only. For all service request a diagnostic fee of \$125.00 for the first hour will apply. The diagnostic fee will be waived if the work is done by PBA but standard labor rates still apply. **B)** Fountain maintenance Program is a additional service that includes a detailed cleaning of entire fountain top, bottom and intake screen, testing of all control panel components to catch any issues before they happen. For all service with this program the first hour including the diagnostic fee will be waived. **C)** Any components that need to be replaced will be ordered and installed by PBA with written consent. If the part cost is under \$250.00 PBA will replace the part without a written authorization and billed as a separate invoice. standard PBA Labor rates may still apply.
- U. **WATER CHEMISTRY & BACTERIA TESTING:** Any testing will be done per Pass's discretion and/or per request of property owner. Due to various tests and corresponding costs an additional proposal will be provided to Customer per desired test.
- V. **TRIPLOID GRASS CARP STOCKING & PERMITTING:** A separate proposal can be provided upon request for stocking and permitting of triploid grass carp but is not included in this agreement.

Print Name

Client Signature

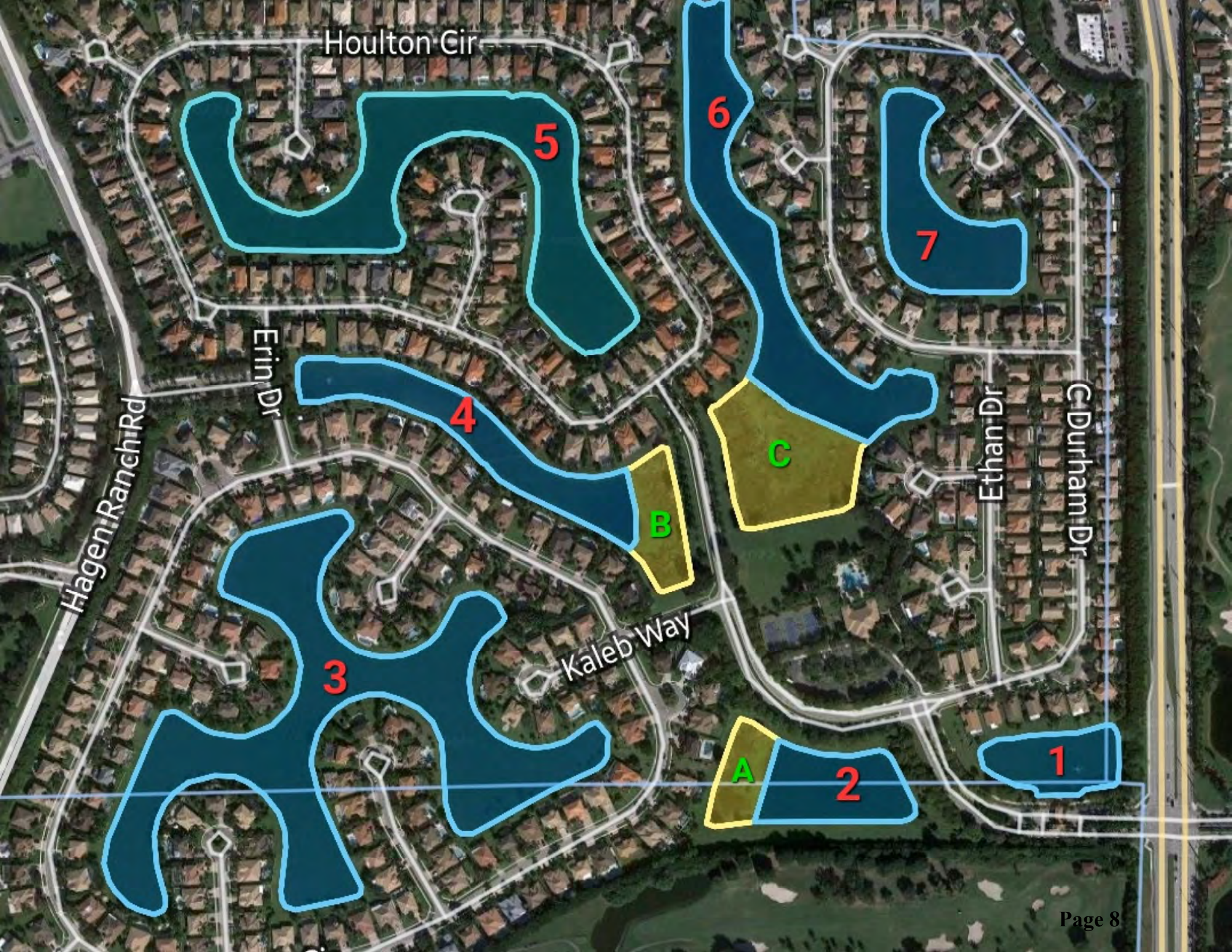
Date

JASON LEVIS

Print Name

PBA Signature

Date



Houlton Cir

5

6

7

Erin Dr

4

B

C

Ethan Dr

C Durham Dr

Kaleb Way

3

A

2

1

**LAKE BEAUTIFICATION
AND
ENHANCEMENT**

Journey's End H.O.A.

Palm Beach County, Florida

Especially Prepared for:

Jason Pierman,
Management Director

December 9 2022

Journey's End H.O.A.
Attention: Jason Pierman, Management Director
Special Service District
RE: Lake Management Service Agreement

Lakes in South Florida, whether they are man-made or natural, have a life cycle. They start balanced, fresh and clear with natural clean-up mechanisms in place. As they age, increased nutrient levels can put the waterway system out of balance, often overwhelming its natural ability to dissipate problems. This often causes weed and excessive algae growth.

Waterway management programs are designed to slow down the aging process and to help prolong the peak period of desirable water quality, clarity and nutrient balance.

Every lake is a unique ecosystem. There is no magical cure for lake problems. This is why it is essential to understand the causes of problems, as well as the effects. By increasing your understanding you'll be able to develop a balanced management program for your lakes.

At your request, we surveyed the waterway system at Journey's End in Palm Beach County, Florida.

1. The property has fifteen (7) lakes (35.50 acres of surface water and 18,862 linear feet of shoreline and 5.5 acres of environmental areas) all in need of environmental resource management.
2. Storm water runoff enters the waterways along sodded, sloped banks and underground culverts.
3. The lakes are highly visible to bordering residences and visitors.

To summarize the aquatic conditions found on our survey:

- a. Shoreline growth includes plankton and filamentous algae. Tape Grass and other submerged weeds were also noted. Littoral zones have cattails, primrose willow and other non – native exotic vegetation that needs to be removed.
- b. Shoreline grasses (especially torpedo grass) and some bordering brush are growing into the water along the waterway perimeters where they have rooted. This undesirable growth can crowd out and displace beneficial shoreline plants and cannot be maintained by conventional mowing equipment.
- c. Aquatic growth in the water can impede flow at drainage culvert.

Page 2

- d. Weed growth around irrigation (and fountain) piping exposes expensive pumping equipment to possible damage and unnecessary maintenance expenses due to aquatic weed and algae intake.
- e. Water clarity was generally fair at the time of survey.

Other observations noted during the survey, which are important to a successful waterway management program are:

- 1. The waterway system appears to provide the source of irrigation for lawn maintenance.
- 2. Storm water runoff and fertilization from surrounding turf areas artificially create higher nutrient levels than normal in aquatic systems. This stimulates aquatic plant growth.
- 3. Fountain-type aerators with decorative spray-patterns help to beautify the highly visible waterway while assisting nature with many biological benefits. Our company installs and maintains fountains and aerators.

It should be noted that the most significant factors that impact lake conditions are oxygen levels in the water, the amount of nutrients contained in the water and water temperature.

- A. OXYGEN supports the food chain and provides for a natural way to consume organic matter and undesirable bacteria.
- B. Organic NUTRIENTS are compounds essential to the life of a plant. In water management, these are substances that contain phosphorous and nitrogen (materials found in fertilizers). As nutrient levels rise in lake water, so does algae, and aquatic weed growth, often causing severe problems.
- C. TEMPERATURE differentials in surface and the bottom water of a lake are called thermal stratification. Variations in water temperature cause differences in density. Warm and cold layers do not mix. Warmer surface water induces algae growth. Lake “turnover” which brings oxygen deficient water to the surface is a prime cause of natural fish kills.

Page 3

We recommend that this integrated program of waterway management be initiated:

- a. Control and maintenance of the algae. Fertile nutrient run-off entering the water from sodded banks and storm drainage areas will continually stimulate algae growth. Algae blooms often cause odor problems and tend to accumulate along shoreline regions.
- b. Control and maintenance of existing excessive aquatic weeds growing in the waterways with approved EPA registered herbicides
- c. Scheduled inspections, with treatment as necessary, for the prevention of the development of new undesirable aquatic weed species through introduction by drainage transfer, or other natural processes.
- d. Control and maintenance of the shoreline grasses growing in the water to the water's edge. Some neatly maintained native plants may be left for aesthetic value and wildlife benefit, if they develop.
- e. Establishment of a monthly water testing program for the success of the lake management program.
- f. Establishment of a professional reporting system for property management administration. A sample copy of our comprehensive, monthly report is attached for your review.

Enclosed is a contract covering the lake management services you require. Monthly payments as indicated include visits with treatment as necessary, management post treatment reports. Kindly sign the original copy of the contract and return it to us so that we may schedule your program.

Our price is predicated on the initiation of lake maintenance before noxious growth develops further. Please note that although we will treat border grasses and brush, certain plants, such as brush, grasses and cattail, leave visible structure, which may take time to decompose.

Properly managed waterways will maintain water quality and adequate water clarity, while providing an environmental and recreational asset to the property owners at the least cost of maintenance.

We look forward to the opportunity of serving the Management Team and residents of Journey's End.

Respectfully yours,

Louis Palermo
Vice President

AQUATIC MANAGEMENT AGREEMENT

This agreement, dated December 9, 2022, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Journey's End H.O.A.
Attention: Jason Pierman, Management Director
Special District Services.
Palm Beach Gardens, FL

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic sites:

Seven (7) lakes located at Journey's End in Palm Beach County, Florida.

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined): The use of the systemic herbicide called Fluridone is excluded in this management agreement so to keep cost low. A total cost for Fluridone for all 7 lakes is listed below.

Algae And Aquatic Plant Control	\$1,445.00 / M
Border Grass & Brush Control To Water's Edge	Included
Littoral Maintenance	\$1,800.00/ M
Monthly Water Testing	Included
Fish & Wildlife Monitoring	Included
Management Reporting	Included
*Fluridone usage cost for all 7 lakes "as needed"	\$11,3885.00

One (1) visit per month for lake management with treatment as necessary. Additionally needed visits at no extra charge. One visit per month for littoral maintenance.

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal monthly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.

AQUATIC MANAGEMENT AGREEMENT

6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Rd., Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. There will be no less than 30 days written notice if any increase is to be imposed for any reason whatsoever.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. Addendums: See attached map, survey and report (where applicable).
 - A. Water testing as needed for the success of the aquatic weed control program.
 - B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates-see attached sheet.
 - C. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.
 - D. Definitions of services referred to in Paragraph 1 are as follows:

Algae and Aquatic Plant Control – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides.

Border Grass And Brush Control To Water's Edge – The treatment of all undesirable emergent vegetation around the lake edge up to the turf line.

Page 3

AQUATIC MANAGEMENT AGREEMENT

Littoral Maintenance – The selective treatment and manual removal of undesirable vegetation within the mandated PBC ERM littoral plantings. SWS will guarantee compliance with all regulatory agencies regarding exotic coverage requirements.

Monthly Water Testing – As needed for the success of the aquatic weed control program.

Fish & Wildlife Monitoring – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property and provided to Customer.

***Fluridone** - The Fluridone program for the 35.50 acres of water will be based on an “as needed basis” and should be budgeted for yearly. SWS will monitor and discuss options with Journey’s End management team for the total amount and cost for the Fluridone when needed. Fluridone is a systemic herbicide that works best for submerged plant life.

9. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.
10. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.
11. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

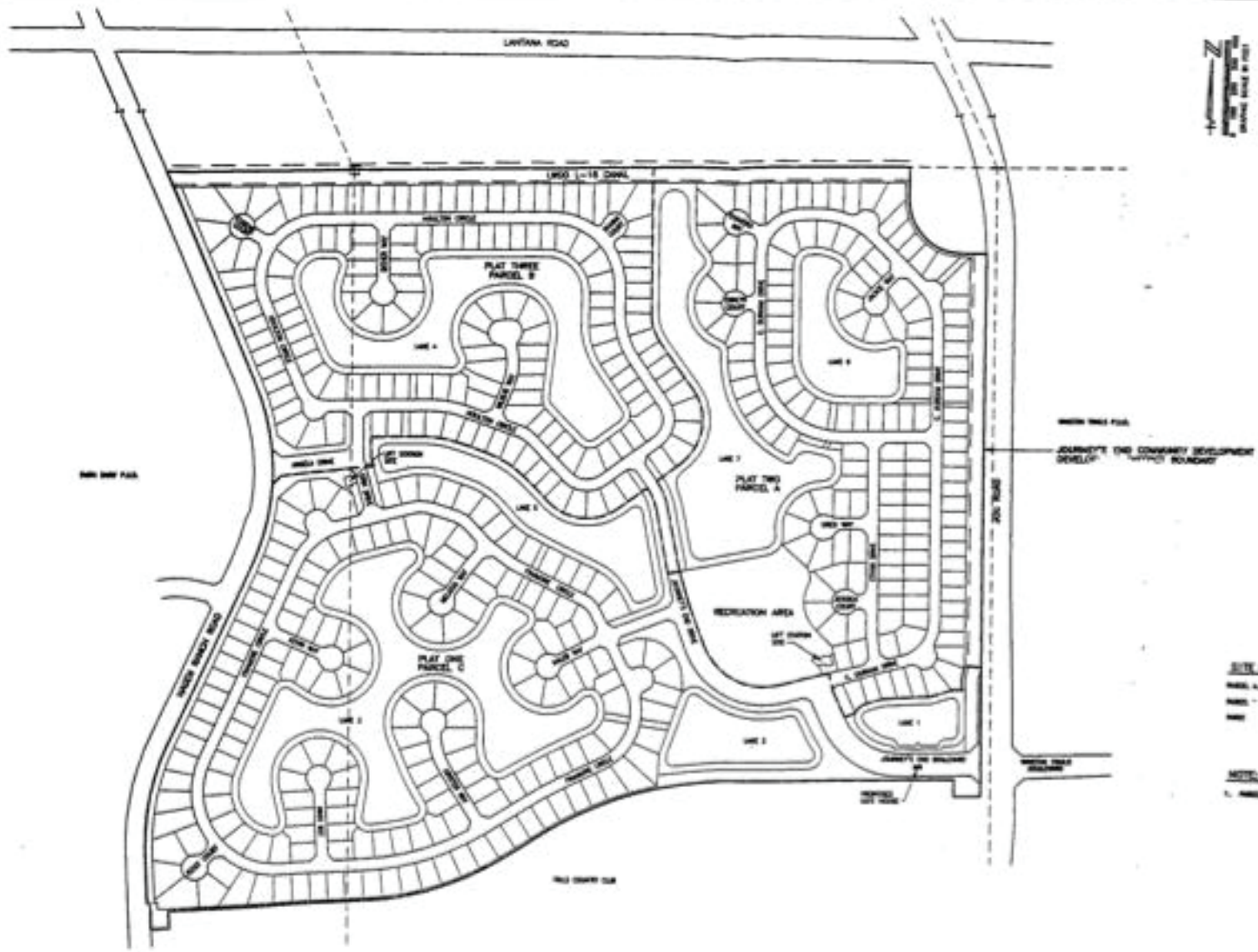
SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER

DATE

DATE





MAIN ROAD
WINDY HOLLOW ROAD
SUNNYVALE DRIVE
200' TRAIL
LAYTANA ROAD

SITE DATA

PARCEL A, JOURNEY'S OWN PLAT TWO	107' x 97' x 107' LOTS	96.0 AC	0.27 ACRES
PARCEL B	107' x 97' x 107' LOTS	96.0 AC	0.27 ACRES
PARCEL C	107' x 97' x 107' LOTS	96.0 AC	0.27 ACRES
TOTAL			0.81 ACRES

NOTES

- 1. PARCEL A, B AND C ARE NOT LOTS THE LOTS TRACTS.

EXHIBIT A

MASTER PLAN

JOURNEY'S OWN

1. PARCEL A

SECTION 36 N. 4, TOWNSHIP 43 N, RANGE 42 E

MOCKINGBROS

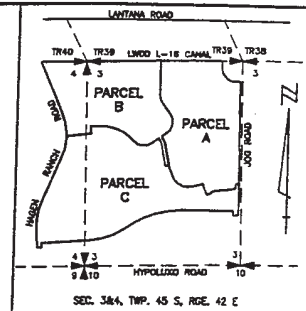
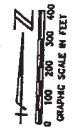
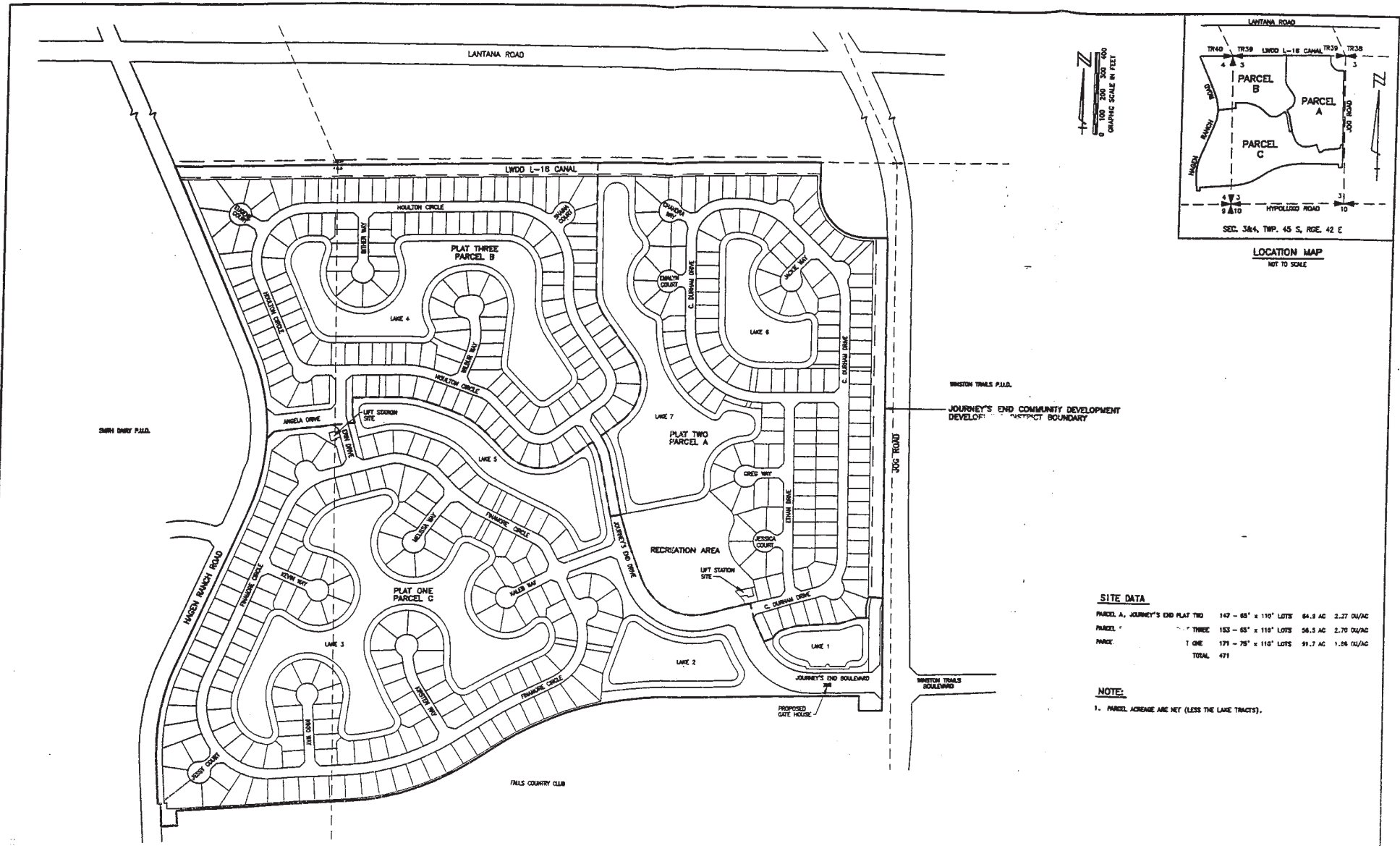
ENGINEERING & SURVEYING

1000 LANTANA ROAD, SUITE 100, FORT MYERS, FL 33901

DATE	10/1/00
DESIGNED BY	JOHN D. MOCKINGBROS
CHECKED BY	JOHN D. MOCKINGBROS
APPROVED BY	JOHN D. MOCKINGBROS
SCALE	1" = 100'

DATE	10/1/00
DESIGNED BY	JOHN D. MOCKINGBROS
CHECKED BY	JOHN D. MOCKINGBROS
APPROVED BY	JOHN D. MOCKINGBROS
SCALE	1" = 100'

12/06/99 12:32:22 PM PM CST



LOCATION MAP
NOT TO SCALE

SITE DATA

PARCEL A, JOURNEY'S END PLAT TWO	147' - 65" x 110' LOTS	64.9 AC	2.27 DU/AC
PARCEL B, JOURNEY'S END PLAT THREE	153' - 65" x 110' LOTS	66.5 AC	2.70 DU/AC
PARCEL C, JOURNEY'S END PLAT ONE	171' - 75" x 110' LOTS	91.7 AC	1.06 DU/AC
TOTAL		471	

NOTE:

1. PARCEL ACREAGE ARE NET (LESS THE LAKE TRACTS).

EXHIBIT A

**MASTER PLAN
JOURNEY'S END**

A PORTION OF
SECTIONS 3 & 4, TOWNSHIP 45 S, RANGE 42 E
FALLS COUNTY, MINNESOTA

DATE	DECEMBER 1999
P.A. NO.	79063.00
DN. NO.	45-42-03-06
SHEET	1 OF 1

MOCK ROOS

ENGINEERS & SURVEYORS - PLANNERS

5720 Commerce Pkwy. West Palm Beach, Florida 33417 561 885-3113, fax 578-7748

FIELD	
DRAWING	CCS
DESIGN	ENG
APPROV	ENG
SCALE	1" = 200'

Journey's End
Community Development District

**Financial Report For
December 2022**

**JOURNEY'S END COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
DECEMBER 2022**

	Annual Budget 10/1/22 - 9/30/23	Actual Dec-22	Year To Date Actual 10/1/22 - 12/31/22
REVENUES			
O & M Assessments	110,686	62,275	90,680
Other Revenues	0	0	0
County Appraiser & Tax Collector Fee	(2,214)	(598)	(1,290)
Discounts For Early Payments	(4,427)	(2,491)	(3,656)
Interest Income	300	0	336
Total Revenues	\$ 104,345	\$ 59,186	\$ 86,070
EXPENDITURES			
Supervisor Fees	5,000	800	800
Payroll Taxes (Employer)	383	61	61
Infrastructure Maintenance	2,500	0	0
Stormwater Maintenance	2,500	0	0
Lake Maintenance	20,000	1,519	4,557
Engineering	7,000	333	511
Management	18,000	1,500	4,500
Secretarial	3,000	250	750
Legal	9,500	0	1,857
Assessment Roll	5,000	0	0
Audit Fees	3,900	0	0
Insurance	6,100	0	6,134
Legal Advertisements	1,050	0	402
Miscellaneous	1,200	105	169
Postage	200	0	9
Office Supplies	500	107	113
Dues & Subscriptions	175	0	175
Trustee Fee	5,100	0	0
Website Management	1,500	125	375
Reserve	11,737	0	0
Capital Projects	0	0	0
Total Expenditures	\$ 104,345	\$ 4,800	\$ 20,413
Excess/ (Shortfall)	\$ -	\$ 54,386	\$ 65,657
Carryover from Prior Year	0	0	0
Net Excess/ (Shortfall)	\$ -	\$ 54,386	\$ 65,657

Available Funds As Of 9/30/22	\$ 155,028.04
Reserve Funds As Of 9/30/22	\$ 35,000.00

Note: Reserve Funds For \$350,000 Were Used For Bond Redemption Transfer In FY 21/22.

Bank Balance As Of 12/31/22	\$ 259,509.49
Accounts Payable As Of 12/31/22	\$ 3,824.06
Reserve Funds As Of 12/31/22	\$ 35,000.00
Accounts Receivable As Of 12/31/22	\$ -
Available Funds As Of 12/31/22	\$ 220,685.43

Journey's End Community Development District
Budget vs. Actual
October through December 2022

	Oct - Dec 22	FY 22/23 Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
363.100 · O & M Assessment Income	90,680.07	110,686.00	-20,005.93	81.93%
363.830 · Assessment Fees	-1,290.24	-2,214.00	923.76	58.28%
363.831 · Assessment Discounts	-3,656.36	-4,427.00	770.64	82.59%
369.401 · Interest Income	335.94	300.00	35.94	111.98%
Total Income	86,069.41	104,345.00	-18,275.59	82.49%
Expense				
511.000 · Professional Fees				
511.315 · Legal	1,857.00	9,500.00	-7,643.00	19.55%
511.320 · Audit	0.00	3,900.00	-3,900.00	0.0%
Total 511.000 · Professional Fees	1,857.00	13,400.00	-11,543.00	13.86%
511.122 · Payroll Taxes	61.20	383.00	-321.80	15.98%
511.131 · Supervisor Fees	800.00	5,000.00	-4,200.00	16.0%
511.307 · Infrastructure Maintenance	0.00	2,500.00	-2,500.00	0.0%
511.309 · Drain System Maintenance	0.00	2,500.00	-2,500.00	0.0%
511.310 · Engineering	510.66	7,000.00	-6,489.34	7.3%
511.311 · Management Fees	4,500.00	18,000.00	-13,500.00	25.0%
511.312 · Secretarial Fees	750.00	3,000.00	-2,250.00	25.0%
511.318 · Assessment Roll	0.00	5,000.00	-5,000.00	0.0%
511.450 · Insurance	6,134.00	6,100.00	34.00	100.56%
511.480 · Legal Advertisements	401.70	1,050.00	-648.30	38.26%
511.512 · Miscellaneous	168.66	1,200.00	-1,031.34	14.06%
511.513 · Postage and Delivery	8.85	200.00	-191.15	4.43%
511.514 · Office Supplies	112.95	500.00	-387.05	22.59%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.541 · Lake Maintenance	4,557.00	20,000.00	-15,443.00	22.79%
511.733 · Trustee Fees	0.00	5,100.00	-5,100.00	0.0%
511.736 · Reserve	0.00	11,737.00	-11,737.00	0.0%
511.750 · Website Management	375.00	1,500.00	-1,125.00	25.0%
Total Expense	20,412.02	104,345.00	-83,932.98	19.56%
Net Ordinary Income	65,657.39	0.00	65,657.39	100.0%

Journey's End CDD
Debt Service (Series 2008) Profit & Loss Report December 2022

	Annual Budget 10/1/22 - 9/30/23	Actual Dec-22	Year To Date Actual 10/1/22 - 12/31/22
Revenues			
Interest Income	10	225	1,099
NAV Tax Collection	110,079	62,532	91,589
Bond Redemption Transfer	0	0	0
Prepaid Bond Collection	0	0	0
Total Revenues	\$ 110,089	\$ 62,757	\$ 92,688
Expenditures			
Principal Payments	85,000	0	0
Additional Principal Payments (Redemption)	793	0	350,000
Interest Payments	24,296	0	21,926
Total Expenditures	\$ 110,089	\$ -	\$ 371,926
Excess/ (Shortfall)	\$ -	\$ 62,757	\$ (279,238)

Note: Bond Redemption Transfer Of \$350,000 Was Made In FY 21/22