

JOURNEY'S END COMMUNITY DEVELOPMENT DISTRICT

PALM BEACH COUNTY

REGULAR BOARD MEETING JANUARY 8, 2025 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 8, 2025 7:00 p.m.

A.	Call to Order
B.	Proof of PublicationPage 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 13, 2024 Regular Board Meeting Minutes
G.	Old Business
H.	New Business
	1. Consider Approval of Lake Maintenance Proposals
	2. Consider Approval of Resolution No. 2025-01 – Registered Agent Change
	3. Consider Approval of District Engineer Agreement
	4. Consider Approval of Outfall Culvert Project Agreement
I.	Administrative Matters
	1. Financials
J.	Board Member Comments
K.	Adjourn



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

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

11/01/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/01/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:

\$221.39

Tax Amount:

\$0.00

Payment Cost:

\$221.39

Order No:

10707292

of Copies:

Customer No:

860300

PO #:

reg meeting schedule

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

RYAN SPELLER Notary Public State of Wisconsin JOURNEY'S END COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE
NOTICE IS HEREBY GIVEN that
the Board of Supervisors of the
Journey's End Community Development District will hold Regular
Meetings at 7:00 p.m. in the Conference Room at Journey's End Clubhouse, 6400 Journey's End Drive,
Lake Worth, Florida 33467, on the
following dates:

November 13, 2024
January 8, 2025

November 13, 2024
January 8, 2025
April 9, 2025
June 11, 2025
July 9, 2025
September 10, 2025
The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the unblic and will be constanted in 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 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 meetings, such person will need a record of the proceedings and such person

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 In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-373-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised

JOURNEY'S END COMMUNITY DEVELOPMENT DISTRICT www.lourneysendcdd.org No. 10707292 Nov. 1, 2024

JOURNEY'S END COMMUNITY DEVELOPMENT DISTRICT REGULAR BOARD MEETING NOVEMBER 13, 2024

A. CALL TO ORDER

District Manager Jason Pierman called the November 13, 2024, Regular Board Meeting of the Journey's End Community Development District (the "District") to order at 7:05 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 Regular Board Meeting had been published in *The Palm Beach Post* on November 1, 2024, as part of the District's Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

Mr. Pierman determined that the attendance of Chairman Alex Da Costa, Vice Chairman Alfred Marten and Supervisor Glenn Siegel 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, P.A.; and District Engineer Patrick Helms of Higgins Engineering and Surveying, Inc.

D. ADDITIONS OR DELETIONS TO AGENDA

Mr. Da Costa requested the addition of a Discussion Regarding Lake Maintenance be added to the agenda.

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. September 11, 2024, Regular Board Meeting

Mr. Pierman presented the minutes of the September 11, 2024, Regular Board Meeting and asked if there were any changes and/or additions.

There being no changes, a **motion** was made by Mr. Marten, seconded by Mr. Siegel and unanimously passed approving the minutes of the September 11, 2024, Regular Board Meeting, as presented.

G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Consider Resolution No. 2024-05 – Adopting a Fiscal Year 2023/2024 Amended Budget

Resolution No. 2024-05 was presented, entitled:

RESOLUTION NO. 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE JOURNEY'S END COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Siegel, seconded by Mr. Da Costa and passed unanimously adopting Resolution No. 2024-05, as presented.

2. Consider Selection of a District Engineer

3. Consider Drainage Line Repair Engineering Proposals

Mr. Pierman explained that the District's previous engineer had stopped providing District engineering services, so the District had issued an RFQ for engineering services. Alvarez Engineering and Higgins Engineering both submitted qualifications. Patrick Helms, with Higgins Engineering, explained that Higgins had recently merged with another firm, but that Bob Higgins was still involved, and he had joined the firm as well.

A **motion** was made by Mr. Marten, seconded by Mr. Siegel and unanimously passed selecting Higgins Engineering as District Engineer, accepting their proposal for drainage line repair and further authorizing staff to create an agreement.

I. AUDITOR SELECTION COMMITTEE

1. Ranking of Proposals/Consider Selection of an Auditor

Mr. Pierman explained that, at this time, it was in order for the Board to convene as the Auditor Selection Committee to review the results of the auditor selection criteria from the responding firms.

Mr. Pierman noted that Grau & Associates was the only proposal.

A **motion** was made by Mr. Siegel, seconded by Mr. Marten and unanimously passed recommending Grau & Associates, and to recess the Auditor Selection Committee and resume the Regular Board Meeting.

Sitting as the Board, a **motion** was made by Mr. Marten, seconded by Mr. Da Costa and unanimously passed accepting the recommendation of the Auditor Selection Committee and directing staff to enter into negotiations with Grau & Associates.

J. ADMINISTRATIVE MATTERS

1. Financials

Mr. Pierman reminded the Board to complete their four hours of ethics training before the end of the year. He also noted that the next meeting would be held on January 8, 2025.

K. BOARD MEMBER COMMENTS

Mr. Da Costa expressed his frustration with the current lake maintenance vendor and suggested that the Board make a change. Following discussion, the Board consensus was to solicit proposals from lake maintenance providers.

L. ADJOURNMENT

8	e before the Board, a motion was made by Mr. Seigel, sly passed adjourning the meeting at 7:40 p.m.
Secretary/Assistant Secretary	Chairperson/Vice Chairperson





December 06, 2024

Dear Jason,

Thank you for the opportunity to submit the attached proposal for the management of Journey's End CDD's aquatic environments. Please review the below proposal and feel free to contact us should you have any questions at all.

Service Address:Lake Worth, FL	Billing Contact Name: _SAME	
	Billing Address:	
Quantity of Lakes/Ponds: 7 ponds		
Total Lake/Pond Acreage: 30.55 SA		

Description	Monthly Rate	Qty	Annual Total
Monthly Pond/Lake Management - Include monthly inspections, treatment of nuisance vegetation and algae at a time of year as deemed necessary and appropriate by contractor Removal of inorganic debris weighing less than 25lbs, up to an amount not exceeding the capacity of a 5 gallon bucket per pond. Excessive trash cleanup will incur an additional charge at a rate of \$75/hour Monthly report outlining observations regarding water quality, turbidity, wildlife activity, erosion indicators and general aesthetic and health of the system.	\$1,885.75	12	\$22,629
 ☐ Fountain Maintenance Monthly inspection of existing fountains. Clean submersible intake screens, exterior light covers, components of head, jets and rings and surfaces on the float. Replace bulbs and bill for parts and labor (\$75/hr), if needed. 	\$0	12	\$0
 Aeration Maintenance Monthly inspection of existing aerators. Test compressor and all components for proper functionality. Replace cups, rings, vanes and seals, if needed, and bill for parts and labor (\$75/hr). 	\$0	12	\$0

TOTAL \$22,629

This is an agreement between ESTATE MANAGEMENT SERVICES, and Journey's End CDD $\,$ ("Customer").

- 1. ESTATE MANAGEMENT SERVICES, shall provide the following services on the Property:
 - A. Weed and algae defoliation with 20% decrease in herbicides.
 - B. One visit per month
- 2. <u>Special:</u> Light Trash and debris removal on scheduled visits and keeping the culvert systems free of obstructions.
- 3. Total Contract Amount: \$22,629.00 per year
- 4. <u>Payment Agreement:</u> Customer agrees to purchase the service specified and to pay ESTATE MANAGEMENT SERVICES, as follows:
 - A. Start Payment (due upon acceptance):
 - B. Monthly Payments to be calculated as the Total Contract Amount divided by twelve (12).
 - C. Contract prices are subject to change with annual rate increase
 - D. Start Date: Within 15 days of acceptance, unless otherwise specified:
- 5. Customer agrees to notify ESTATE MANAGEMENT SERVICES, of any chemical spills located on the Journey's End CDD.
- 6. Payment of services is due on the 25th of each month. Customer agrees to pay interest on all late payments. This interest amount is set at 18% APR or 1.5% per month.
 - A. ESTATE MANAGEMENT SERVICES, shall be entitled to suspend services for any account (90) days past due until payment is received in full.
 - B. Any account sent to collections will be responsible for any fees and/or expenses during the collection process.
 - C. A \$35.00 fee will be charged for any NSF or returned check.
- 7. In the event payment for the services is not received from Customer, ESTATE MANAGEMENT SERVICES, shall have the right to file a lien on the Property where the services were performed in accordance with the laws of the state where the Property is located.
- 8. Customer acknowledges and understands that ESTATE MANAGEMENT SERVICES, may use heavy machinery, and that such machinery may cause underlying damage to paved and other prepared surfaces. ESTATE MANAGEMENT SERVICES, shall not be liable for any weight-related damage caused to any driveways, landscaping, and other ground structures.
- 9. ESTATE MANAGEMENT SERVICES, agrees to provide the following insurance certificate upon request: General Liability, Workers Compensation and Auto Liability. If Journey's End CDD uses a third-party insurance compliance program, any expense associated with that program is the sole responsibility of Journey's End CDD. Estate Management Services, agrees to enroll in the compliance program and will issue an invoice to Journey's End CDD for the fees associated with the enrollment.
- 10. Customer has designated the below-named individual to serve as its primary contact with respect to this contract and to act as its authorized representative with respect to matters pertaining to this contract with full authority to bind Customer with respect to all matters requiring Customer's approval or authorization. In the event that the designated authority changes, the Customer agrees that the new authority delegated assumes all responsibilities and legalities pertaining to this contract.
- 11. All notices, requests, consents, claims, demands, waivers, and other communications shall be in writing and deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to Customer at the address indicated in the signature block below and to ESTATE MANAGEMENT SERVICES, at its principal office address.
- 12. The relationship between the parties is that of independent contractors.
- 13. Customer agrees to indemnify, hold harmless and defend ESTATE MANAGEMENT SERVICES, and its shareholders, directors, managers, officers, employees, subcontractors, and agents from and against any action, claim, demand, loss, damage, liability or expenses, including attorneys' fees and costs, arising from or relating to: (i) Customer's breach of this agreement; (ii) the negligence, gross negligence, recklessness, willful misconduct or intentional act or omission of Customer or any of its representatives; (iii) the course of the services; and/or (iv) any contracts with third party vendors or service providers entered into by Customer. Customer agrees that ESTATE MANAGEMENT SERVICES, shall have the right to participate in and control the defense of any such claim through counsel of its own choosing.
- 14. In no event shall ESTATE MANAGEMENT SERVICES's liability exceed the total contract price actually paid to ESTATE MANAGEMENT SERVICES, for the services hereunder.
- 15. In the event of a merger or a buy-out of the Property or Customer, the contract shall carry on to the new owner or company. Only ESTATE MANAGEMENT SERVICES, has the right to terminate the contract under these circumstances.
- 16. Termination of Contract:
 - A. A 60-day written notice is required before the end of said contract or the contract will automatically renew for the time of the original contract.

- B. <u>Dissatisfaction</u>: Customer agrees to notify ESTATE MANAGEMENT SERVICES, in writing, of dissatisfaction. ESTATE MANAGEMENT SERVICES, has 45 days to rectify the problem. If the problem is not solved within 45 days, Customer may then terminate the contract.
- 17. No modification of this contract can be made unless agreed upon by both parties and then put in writing.
- 18. This contract will be governed by and construed, interpreted and enforced in accordance with the laws of the State of South Carolina.
- 19. Any dispute arising from or related to this contract shall be filed in a court having jurisdiction over persons and subject matter and sitting in Charleston County, South Carolina, without limiting ESTATE MANAGEMENT SERVICES's right to file a lien or lawsuit in the county where the property is located in its sole discretion. The parties hereby consent to personal jurisdiction and venue in Charleston County, South Carolina for any dispute arising out of or related to this contract. In the event of any legal action brought by either party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the parties agree that the prevailing party shall recover such reasonable amount for fees, costs, and expenses, including attorneys' fees as may be set by a court.
- 20. ESTATE MANAGEMENT SERVICES, shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this contract to be performed by it if any failure of its performance shall be due to any Act of God, fire, natural disaster, accident, act of government, terrorism, war, strikes or other labor disturbances, shortages of material, supplies or utilities, or any other cause whatsoever (including failure of Customer to supply necessary data or instructions) beyond the reasonable control of ESTATE MANAGEMENT SERVICES, and the time for performance by ESTATE MANAGEMENT SERVICES, shall be extended by the period of delay resulting from or due to any of said causes.
- 21. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. For purposes of this contract, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

John Crabb IIISenior Aquatics
DirectorEstate Management Services



Signature

<u>December 06, 2024</u> Date



Our Capabilities



Lake and Pond Management

EMS manages over 1mm acres of aquatic habitats across 11 states. Our 30 years' experience, highly trained staff, deep technical expertise, and wide array of capabilities, along with our long-standing relationships, set us apart in the aquatics industry.



Natural Areas Management

With our certified Natural Areas applicators and fleet of airboats equipped Raven Precision Guides application equipment, EMS oversees large lake and natural resource management programs for countless government agencies and utility clientele. Services include: algae and aquatic weed control; water testing and restoration, lake mapping, shoreline erosion management, and fish stocking and management.



Dredging & Bathymetric Mapping

Our experienced consulting team performs bathymetric surveys and analysis internally, providing multiple layers of data to ensure your ecosystems are healthy and in compliance. EMS boasts 6 hydraulic dredges with trained crews, along with certified equipment operators and long reach excavation equipment to perform mechanical dredging when needed.



Environmental Consulting

Our in-house consulting team performs a range of services, including wetlands consulting, permitting, environmental assessments, wildlife studies and water quality testing and analysis. In addition, all services provided by EMS are environmentally conscious. As stewards of the planet, our commitment is to protect every aquatic ecosystem we care for.



Our Leadership Team

John Crabb, Sr. Aquatics Director - John Crabb has been a licensed aquatics contractor for 30 years across eleven different states. A former board member for the SC Aquatic Plant Management Society and the Arkansas Water Resource Commission, John has been actively involved in the aquatics industry and an advocate for the preservation of natural areas for his entire career. John has provided consulting services for GADNR, SCDNR, Tennessee Valley Authority, City of Atlanta, and Santee Cooper in matters regarding water quality and aquatic resource management. In his 30 years in the industry, John has overseen large-scale lake management programs and drinking reservoirs in thirteen different states.

Jeremy Anderson, Natural Areas Director – Jeremy Anderson has 20 years of natural areas management experience on private, federal, state and utility waterways. He has 10 years of experience treating aquatic weeds on the Santee Cooper lakes. Jeremy is licensed in five states in aquatics, rights-of-way, and natural areas. Mr. Anderson also holds certifications as a Master Certified Stormwater Manager, USCG Captains License, SePRO Certified preferred applicator and Procellacor specialist. Additionally, Jeremy is an experienced Raven Precision Guided spray technician and is licensed BioBase Bathymetry mapping technician. Jeremy oversees services for Miami Dade County, SCDNR aquatic vegetation control program and Santee Lake management program. Jeremy is also certified in hazardous material handling and spill containment.

Jennifer Kasper, Chief Operating Officer - Jennifer Kasper has over 15 years of management experience. Jennifer specializes in administrative management, team leading, and is actively engaged in aquatics training. She oversees all aspects of EMS operations, driving efficiency, scalability, and profitability. With a proven history of implementing innovative solutions and optimizing processes, Jennifer Kasper plays a pivotal role in guiding EMS towards its strategic goals. She brings a combination of strategic vision and hand- on operational expertise, ensuring alignment across departments and fostering a culture of collaboration and excellence. Jennifer is a powerful force in the workplace and uses her cheerful outlook and tireless energy to encourage others to work hard and succeed as a team.

Tim Woodland, President – Tim Woodland has over 15 years of experience in construction, development, and land management, with a particular focus on large scale project management across multiple geographies. Tim is a licensed General Contractor, a Certified Master Pond Manager, and is a member of the Stormwater Policy Committee for the Southeast Stormwater Association. Tim has completed successful projects in 27 different states and internationally for numerous Fortune 100 companies, heads of state and federal and municipal entities.



Our Clients

Some of our clients include:























Environmental Consulting

- Agency permitting
- Wetland Planting, Restoration and Design
- Wetland Mitigation Design
- Wetland Determination and Delineation
- UMAM/ERP Permitting
- Wildlife Taxonomy and Habitat Restoration
- Endangered Species Permits, Relocation, Management and Monitoring
- NPDES Stormwater Permit Monitoring and Compliance Management
- Surface and Ground Water Analysis
- Soil, Sediment and Sludge Analysis
- In-house laboratory services

Dredging

- (3) Dredge units with trained, dedicated operators and support crew
- In house bathymetric mapping and analysis

Natural Areas

- (5) Airboats equipped with Raven Precision Guided Spray nozzles for precise application monitoring and reporting
- Certified Natural Areas applicator

References

Janie Parrish Common Area Manager Sun City Hilton Head (843) 705-4084 janie.parrish@schhca.com

Ken Lambright, GCS Sea Island Golf Club, Retreat Course (912) 638-3325 Kenlambright@seaisland.com

Brian Spradley
Procurement Contracting Officer
Miami Dade County
(305) 375-4706
Brian.Spradley@miamidade.gov



Aquatic Vegetation Control, Inc.

1860 W 10th Street * Riviera Beach, FL 33404 (561) 845-5525 or (800) 327-8745 FAX (561) 845-5374 www.avcaquatic.com

PROPOSAL/AGREEMENT/CONTRACT

This agreement for environmental services is entered into contract betw	een Aquatic Vegetation
Control, Inc., hereinafter referred to as AVC, whose address is 1860 W 10	th Street, Riviera Beach, FL
33404, and submitted to: Journeys End CCD	(CLIENT) whose address is
listed below, on the latest date of execution of this Agreement by both	parties.

Client Name: Journeys End CCD

Client Address: 2501A Burns Rd Palm Beach Gardens FL 33410

Client Phone: 877-737-4922

Client Contact: : Jason Pierman

Client Email: Jpierman@sdsinc.org

Project Name: Journeys End Monthly Maintenance

Location: Jog Rd and Journeys End Blvd

Scope of Services and Related Costs:

AVC does hereby agree to furnish all labor, equipment, herbicides, and materials, unless otherwise specified, for Aquatic Vegetation Control based service to be performed as Monthly Maintenance

Description of Work: (Continued on Page 4)

AVC will conduct monthly maintenance applications for nuisance species such as Tape grass, Torpedo Grass, Algae, Lilies and Chara within all seven lakes on the property at the Journeys End CDD as well as quarterly maintenance applications for Primrose, Cattails, Torpedo grass and Hemp Vine growing within the littoral marshes in lake two, lake seven and lake five. There is some bank erosion. We are not responsible for the foundation of the banks around the lakes. We will remove small man made garbage that are in lakes during our monthly treatments. Trampolines and other large debris can be removed upon request at an addition fee.

AVC proposes to perform the work as specified for the sum of: \$

4,673.94

per Month

Plus Applicable Sales Tax

Invoices will be submitted: upon completion.

Agreement between Aquatic Vegetation Control, Inc.	and Journeys End CCD
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Invoices and Billing

Any fee disputed	by Journeys End CCD	shall be brought to the
attention of AVC,	in writing, within fifteen (15) days of receipt of an invoice. If	an invoice is not
disputed within th	at time, the invoice shall be deemed acceptable and shal	l be paid within
THIRTY (30)	of receipt. Interest shall accrue on the invoice at a rate of	1.5% per month or the
maximum rate all	owed by law.	

Terms and Conditions

All material is guaranteed to be as specified. All work will be completed in a skillful manner according to standard practices. Any modification from the above scope of work will be completed only upon a written work order signed by both parties, and will be at an extra charge over and above the cost specified in this agreement. This agreement is contingent upon strikes, accidents, or delays beyond our control. This agreement is subject to acceptance within 30 days and is void thereafter at the option of AVC. Each party shall acknowledge changes for any modifications, additions, and/or deletions to this Agreement.

This agreement shall be in effect for a period of one year. This agreement may be extended for an additional year or years on terms and conditions mutually agreeable to both parties. This agreement may be cancelled without penalty by either party with or without cause, in writing by certified mail or electronic mail. AVC reserves the right to include a CPI increase with proper written notice to CLIENT.

AVC planting work is guaranteed for plant health and professional installation, if applicable, under normal site and weather conditions. AVC cannot be held liable for plant mortality under abnormal site or weather conditions or acts of God. Plant sales and installation will be guaranteed for $\frac{0}{0}$ days.

Liability

The parties to this agreement understand that AVC bears responsibility for their own willful or negligent actions that result in damages or injury to persons or property arising out of the performance of this Agreement and shall be limited to the scope of this Agreement.

All herbicides used in the program are approved by the Environmental Protection Agency (EPA). Saftey and Data Sheets (SDS) are available upon request. AVC will assist CLIENT in obtaining a permit from the Department of Environmental Protection (DEP), if required. AVC will furnish proof of liability, Auto, Worker's compensation, and pollution liability upon request.

Agreement between Aquatic Vegetation Control, Inc. and Journeys End CCD
Accepted by:
Aquatic Vegetation Control, Inc.
Kevin Damaso (561) 262-2471 Project Manager
Kevin Damaso Digitally signed by Kevin Damaso Date: 2024.12.24 10:13:10 -05'00'
Authorized AVC Signatory Kevin Damaso, Director of Operations
12/24/2024
Date
Accepted by CLIENT:
Company Name
Authorized Signature
Name and Title
Date
Contact Information
Please complete the following information upon acceptance of this Agreement.
Billing Information
Point of Contact:
Phone: Email:
Address:
Send Invoices by Mail Email Other
Tax Exempt: YES (attached certificate) NO

Scope of Services Continued:



AND ENHANCEMENT

JOURNEY'S END HOMEOWNERS ASSOCIATION



Especially Prepared for: JAOSN PIERMAN, LCAM



Journey's End H.O.A.

Attention: Jason Pierman, LCAM

Lake Worth, Florida

RE: Lake Management 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 H.O.A. located in Lake Worth, Florida.

- 1. The property has five (5) lakes @ 35.50 acres of surface water and 18,862 of feet of shoreline, and 5.5 acres of littoral zone area, 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:

- Shoreline growth includes a small amount of plankton algae and tape grass, as submerged weeds were noted.
- b. Shoreline grasses (especially torpedo grass) and some bordering brush are growing into the water along the waterway perimeters where they have rooted. Littoral zones are infiltrated with exotic vegetation such as Cattails and Torpedo grass. This undesirable growth can crowd out and displace native beneficial shoreline plants.
- c. Aquatic growth in the water can impede flow at drainage culvert.



- 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.



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 Journey's End H.O.A. Management team and residents.

Respectfully yours,

Louis Palermo Vice President of Sales



AQUATIC MANAGEMENT AGREEMENT

This agreement dated December 12, 2024 is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER: To begin services January 1, 2025 or sooner if notified.

Journey's End Home Owners Association Attention: Jason Pierman, LCAM. Lake Worth, Florida

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: Five (5) lakes measuring 35.50. acres, and 18,862 linear feet of shoreline, along with 5.5 acres of littoral zones, located at the Journey's End property, located in Lake Worth, 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):

Algae And Aquatic Plant Control Littoral Zone Maintenance Border Grass & Brush Control To Water's Edge Fountain Cleaning (new fountain 1year free cleaning)	\$1500.00/M \$1,850.00/M Included \$150.00/ Q
Larvicide Treatments, (As needed) Monthly Water Testing Fish & Wildlife Monitoring Management Reporting	\$225.00/ Acre. Included Included Included

One (1) visit per month for lake management with treatment as necessary. One (1) visit per month for littoral zone maintenance. Additional visits at no extra charge. Quarterly visits to clean fountains.

- 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



Page 2

AQUATIC MANAGEMENT AGREEMENT

- 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.
- 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.

E **Quarterly Fountain Cleaning**: A Technician will visit the site each quarter to clean and examine the lake fountain. They will check all electrical components and measure the voltage and amperage to ensure the fountain is running efficiently. He will then shut the unit off and go out to the fountain to clean the suction screen, light lens, floats and nozzle.



Page 3

AQUATIC MANAGEMENT AGREEMENT

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 the Customer.

Aquatic Midge Treatment- Application of larvicide to control aquatic midges. Most often multiple treatments are needed for control which can be conducted within 7 days apart. SWS also has the ability to utilize biological controls such as Mosquito Minnows, Shell Crackers & Red Ear Sun Fish as part of an integrated management program.

- 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	

Superior Waterway Services, Inc.
6701 Garden Rd, Suite 1 • Riviera Beach FL 33404 • (561) 844-0248 Office • (561) 844-9629

RESOLUTION 2025-01

A RESOLUTION OF THE JOURNEY'S END COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

- **WHEREAS**, Section 189.014, Florida Statutes requires that the Journey's End Community Development District (the "District") designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the "Board"); and
- **WHEREAS**, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and
- **WHEREAS**, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and
- **WHEREAS**, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE JOURNEY'S END COMMUNITY DEVELOPMENT DISTRICT, THAT:

- **Section 1.** The foregoing recitals are hereby incorporated as findings of fact of the Board.
- <u>Section 2</u>. Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.
- <u>Section 3.</u> The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.
- <u>Section 4.</u> Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District's Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.
- **Section 5.** All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.							
	Section 7.	This Resolution shall	be effective im	mediately upon a	doption.		
2025.	PASSED AN	D ADOPTED THIS	8th	DAY OF	January,		
ATTE	CST:		JOURNEY'S COMMUNIT		ENT DISTRICT		
	name: retary/Assistant			Chair, Board of S			

DISTRICT ENGINEER AGREEMENT

THIS DISTRICT ENGINEER AGREEMENT ("Agreement") is made and entered into this day of ______ 2025, by and between:

Journey's End Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Palm Beach County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

Higgins Engineering and Surveying, LLC, a Florida limited liability company, providing professional engineering services with a mailing address of 1449 Commerce Centre Drive, Port St. Lucie, Florida 34986 (the "Engineer" and, together with the District, the "Parties").

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, finance, 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 proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, the District's Board of Supervisors ranked the 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 the Engineer to perform professional engineering services including but not limited to construction administration, environmental management, and permitting, and the preparation of financial and economic studies, all as defined by a separate work authorization(s); and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during the performance of Engineer's 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 the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

A. Engineer shall, when authorized by the Board, provide general professional engineering services, including:

District Engineer Agmt (Journey's End CDD)

Rev. 12-24-2024

- 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
- 2. Providing professional engineering services including, but not limited to, review and execution of documents under any of the District's Trust Indentures and monitoring of District projects.
- 3. Any other items requested by the Board of Supervisors.
- **B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - **2.** Processing of contractors' pay estimates.
 - 3. 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.
 - **4.** Final inspection and requested certificates for construction including the final certificate of construction.
 - 5. 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."
 - **6.** Any other activity related to construction as authorized by the Board.
- **C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.
- **Article 2. Method of Authorization.** Each service or project shall be pre-authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.
- **Article 3. Compensation.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each 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 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 year following the completion of the work contemplated by the lump sum Work Authorization.

- **B.** Hourly Personnel Rates For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**.
- **Article 4. Reimbursable Expenses.** Reimbursable expenses consist of actual expenditures made by the 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 with the District's travel policy.
 - **B.** Expense of reproduction, postage, and handling of drawings and specifications.
- **Article 5. Term of Agreement.** It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by both parties until such time as either party terminates the Agreement as set forth herein.
- **Article 6. Special Consultants.** When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.
- **Article 7. Books and Records.** The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder or in accord with the District's Records Retention Policy. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 8. 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.** The 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. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all liabilities which may result from such re-use, in the event Engineer does not consent to such use.

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. The 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.

Article 9. 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 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 District are subject to reuse in accordance with section 287.055(10), *Florida Statutes*.

Article 10. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his 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 him. 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.

Article 11. Insurance. Engineer shall, at its own expense, 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

\$1,000,000/\$2,000,000

(including Contractual)
Property Damage
(including Contractual)

\$1,000,000/\$2,000,000

Automobile Liability

Combined Single Limit \$1,000,000

Bodily Injury / Property Damage

Professional Liability for Errors and Omissions

\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

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.

Article 12. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 13. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the 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 the 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.

Article 14. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly

employed by the 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 the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

Article 15. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement or longer as required by law. The Engineer agrees that payment made under the 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, (b) three (3) years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by law and the District's Records Retention Policy, whichever comes later.

Article 16. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fee and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. 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 the 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.

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

Article 17. 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. Engineer acknowledges that the designated public records custodian for the District is currently Andrew Karmeris at Special District Services, Inc. (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer 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 Engineer 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 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 the Engineer, the 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.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, <u>AKARMERIS@SDSINC.ORG</u>, OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

Article 18. E-Verify Requirements. The Engineer 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, Engineer 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 Engineer has knowingly violated Section 448.091, *Florida Statutes*.

If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer 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. Engineer 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 Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer 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 Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 19. Controlling Law, Jurisdiction, and Venue. Engineer and District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Palm Beach County, Florida.

Article 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 telecopied to the parties, as follows:

A. If to the District: Journey's End Community Development District

2501A Burns Road

Palm Beach Gardens, Florida 33410

Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

515 E. Las Olas Boulevard, Suite 600

Fort Lauderdale, Florida 33301 Attn: Michael J. Pawelczyk, Esq.

B. If to the Engineer: Higgins Engineering and Surveying, LLC

1449 Commerce Centre Drive Port St. Lucie, Florida 34986

Attn: Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

Article 21. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of District and Engineer in the spaces provided below.

Article 22. Assignment. Neither the District nor the 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 the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate and consistent with this Agreement.

Article 23. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Article 24. Termination. The District may terminate this Agreement for cause immediately upon notice to the 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 the contract, Engineer shall not perform any further services unless directed to do so by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

- **Article 25. 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.
- Article 26. Independent Contractor. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.
- **Article 27. Responsible Vendor Determination.** Engineer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.
- **Article 28. No Third-Party Benefits.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.
- **Article 29. Arm's Length Transaction.** 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 or construction of any of the provisions of this Agreement.
- **Article 30. Scrutinized Company Certification.** Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:
 - A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
 - B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 - 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

- i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
- ii. Have a material business relationship involving the supply of military equipment, or
- iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
- iv. Have been complicit in the genocidal campaign in Darfur.
- 2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- 3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

Article 31. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Article 32. Anti-Human Trafficking Affidavit. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting

that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Article 33. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:	DEVELOPMENT DISTRICT , a local unit of special purpose government established pursuanto Chapter 190, Florida Statutes			
Print name:Secretary				
~	Date:, 2025			
	HIGGINS ENGINEERING AND SURVEYING, LLC, a Florida limited liability company			
Witnesses:				
Print name:	Print name:Manager			
Print name:	, 2025			

EXHIBIT A HOURLY COMPENSATION RATES

Exhibit A



This is Appendix 2, Engineer's Standard Hourly-Rates, referred to in and part of the Short-Form of Agreement between Owner and Engineer for Professional Services dated November 20, 2024:

Engineer's Standard Hourly Rates:

A. Standard Hourly Rates:

Exhibit A

- 1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2.— The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.
- B. Schedule of Hourly Rates:

Billing Class	Rate
Billing Class I – Principal Engineer	\$ 250/hour
Billing Class II – Sr. Project Engineer	\$ 185/hour
Billing Class III – Project Engineer	\$ 155/hour
Billing Class IV – Design Engineer	\$ 125/hour
Billing Class V - CAD Technician	\$ 110/hour
Billing Class VI – Project Manager	\$ 200/hour
Billing Class VII – Project Coordinator	\$ 90/hour
Billing Class VIII – Administrative Staff	\$ 70/hour
Billing Class IX – Construction Inspector	\$ 125/hour
Billing Class X - Professional Surveyor	\$ 185/hour
Billing Class XI – Survey Project Manager	\$ 125/hour
Billing Class XII – Survey Field Crew, 2 Man	\$ 165/hour

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

with	rnmental entity that is executing, renewing, o	munity Develonment
District (the "Governmental Entity").	Con	munity Development
The undersigned, on behalf of the under penalty of perjury as follows:	e entity listed below (the "Nongovernmental E	Entity"), hereby attests
labor or services, as such italicized terms from time to time. 2. If, at any time in the futu it will immediately notify the Governme between the parties. 3. I understand that I am sweet.	ental Entity nor any of its subsidiaries or affilist are defined in Section 787.06, Florida Statute are, the Nongovernmental Entity uses coercion that Entity, and no contracts may be executed, earing or affirming under oath to the truthfulness of the knowingly making a false statement	es, as may be amended a for labor or services, renewed, or extended ess of the claims made
•	to execute this Affidavit on behalf of the Non	governmental Entity.
FURTHER AFFIANT SAYETH NAUC	GHT.	
NONGOVERNMENTAL ENTITY:		
NAME:		
TITLE:		
SIGNATURE:		
DATE:, 20		
STATE OF FLORIDA COUNTY OF SWORN TO (or affirmed) and s	subscribed before me by means of [] phys	ical presence or []
online notarization, this	day of	
	4-1	
	(
	NOTARY PUBLIC	
Personally Known OR Produced Identification		
Type of Identification Produced		

CONSIDER APPROVAL OF OUTFALL CULVERT PROJECT AGREEMENT

TO BE DISTRIBUTED UNDER SEPARATE COVER

Journey's End Community Development District

Financial Report For December 2024

JOURNEY'S END COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT DECEMBER 2024

REVENUES	Annual Budget 10/1/24 - 9/30/25	Actual Dec-24	Year To Date Actual 10/1/24 - 12/31/24
O & M Assessments	110,686		71,440
Other Revenues	0		-
County Appraiser & Tax Collector Fee	(2,214)	(686)	(1,106)
Discounts For Early Payments	(4,427)		(2,855)
Interest Income	960	Ó	Ó
Total Revenues	\$ 105,005	\$ 67,899	\$ 67,479
EXPENDITURES			
Supervisor Fees	5,000	0	600
Payroll Taxes (Employer)	383		
Infrastructure Maintenance	2,500		
Stormwater Maintenance	2,500		0
Lake Maintenance	20,000		4,875
Engineering	7,000		
Management	18,000	1,500	4,500
Secretarial	3,000	250	
Legal	9,500	0	
Assessment Roll	5,000	0	0
Audit Fees	4,100	0	0
Insurance	7,100	0	6,858
Legal Advertisements	1,000	0	222
Miscellaneous	1,150	69	224
Postage	175	0	0
Office Supplies	475		
Dues & Subscriptions	175		175
Trustee Fee	5,100		
Website Management	1,500		375
Reserve (Fence, Etc.)	11,347	0	0
Total Expenditures	\$ 105,005	\$ 3,667	\$ 20,636
Excess/ (Shortfall)	\$ -	\$ 64,232	\$ 46,843
Carryover from Prior Year	C	0	0
Net Excess/ (Shortfall)	\$ -	\$ 64,232	\$ 46,843

Available Funds As Of 9/30/24	\$ 192,648.03
Reserve Funds As Of 9/30/24	\$ 54,587.00

Bank Balance As Of 12/31/24	\$ 372,541.73
Accounts Payable As Of 12/31/24	\$ 78,463.33
Reserve Funds As Of 12/31/24	\$ 54,587.00
Accounts Receivable As Of 12/31/24	\$ -
Available Funds As Of 12/31/24	\$ 239,491.40

Journey's End Community Development District Budget vs. Actual October 2024 through December 2024

	Oct 24 - Dec 24	24/25 Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
363.100 · O & M Assessment Income	71,439.61	110,686.00	-39,246.39	64.54%
363.830 · Assessment Fees	-1,105.84	-2,214.00	1,108.16	49.95%
363.831 · Assessment Discounts	-2,855.22	-4,427.00	1,571.78	64.5%
369.401 · Interest Income	0.00	960.00	-960.00	0.0%
Total Income	67,478.55	105,005.00	-37,526.45	64.26%
Expense				
511.000 · Professional Fees				
511.315 · Legal	1,732.50	9,500.00	-7,767.50	18.24%
511.320 · Audit	0.00	4,100.00	-4,100.00	0.0%
Total 511.000 · Professional Fees	1,732.50	13,600.00	-11,867.50	12.74%
511.122 · Payroll Taxes	45.90	383.00	-337.10	11.98%
511.131 · Supervisor Fees	600.00	5,000.00	-4,400.00	12.0%
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	0.00	7,000.00	-7,000.00	0.0%
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	6,858.00	7,100.00	-242.00	96.59%
511.480 · Legal Advertisements	221.39	1,000.00	-778.61	22.14%
511.512 · Miscellaneous	223.64	1,150.00	-926.36	19.45%
511.513 · Postage and Delivery	0.00	175.00	-175.00	0.0%
511.514 · Office Supplies	278.75	475.00	-196.25	58.68%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.541 · Lake Maintenance	4,875.00	20,000.00	-15,125.00	24.38%
511.733 · Trustee Fees	0.00	5,100.00	-5,100.00	0.0%
511.736 · Reserve	0.00	11,347.00	-11,347.00	0.0%
511.750 · Website Management	375.00	1,500.00	-1,125.00	25.0%
Total Expense	20,635.18	105,005.00	-84,369.82	19.65%
Net Ordinary Income	46,843.37	0.00	46,843.37	100.0%

Journey's End CDD Debt Service (Series 2008) Profit & Loss Report December 2024

		Annual			Year To Date
		Budget	Actual		Actual
	10/1	/24 - 9/30/25	Dec-24	10/	1/24 - 12/31/24
Revenues					
Interest Income		0	316		955
NAV Tax Collection		110,079	0		71,675
Prepaid Bond Collection		0	0		0
Total Revenues	\$	110,079	\$ 316	\$	72,630
Expenditures					
Principal Payments		90,000	0		0
Bond Redemption		4,459	0		0
Interest Payments		15,620	0		8,992
Total Expenditures	\$	110,079	\$ -	\$	8,992
Excess/ (Shortfall)	\$	-	\$ 316	\$	63,638