



Rizzetta & Company

Rookery Community Development District

Board of Supervisors' Special Meeting November 11, 2025

**District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084**

ROOKERY COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors	Bob Porter John Gislason Anthony Sharp Mark Dearing Greg Matovina	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Kutak Rock, LLP
District Engineer	David Taylor	Live Oak Engineering, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

ROOKERY COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Board of Supervisors
Rookery Community
Development District

November 4, 2025

FINAL AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Rookery Community Development District will be held on **November 11, 2025 at 3:00 p.m.** at the Cross Creek North Amenity Center, 2895 Big Oak Drive, Green Cove Springs, FL 32043.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Special Meeting held August 12, 2025..... Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for July 2025 through September 2025 Tab 2
 - C. Ratification of Arbitrage Engagement Letter, Series 2024 Tab 3
 - D. Ratification of Arbitrage Report, Series 2024 Tab 4
4. **Staff Reports**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - 1.) Update on Goals and Objectives
 - 2.) Pond Maintenance Report – Florida Waterways..... Tab 5
 - D. Landscape
 - 1.) BrightView Landscape Report Tab 6
5. **Business Items**
 - A. Consideration of BrightView's Landscape Enhancement Proposal(s) Tab 7
 - B. Consideration of Amenity Management Services Proposal
(*under separate cover*)
 - C. Consideration of Resolution 2026-01, Setting Public Hearing on Amenity Rules, Policies and Rates (*under separate cover*)
6. **Supervisor Requests and Audience Comments**
7. **Adjournment**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

Very truly yours,
Lesley Gallagher
District Manager

Tab 1

MINUTES OF MEETING

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

**ROOKERY
COMMUNITY DEVELOPMENT DISTRICT**

The **special** meeting of the Board of Supervisors of Rookery Community Development District was held on **August 12, 2025 at 3:00 p.m.** at Green Cove Springs City Hall, 321 Walnut Street, 2nd Floor Training Room, Green Cove Springs, FL 32043.

Present and constituting a quorum:

Bob Porter	Board Member, Chairman
John Gislason	Board Member, Vice Chairman
Mark Dearing	Board Member, Assistant Secretary
Anthony Sharp	Board Member, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock <i>(via speakerphone)</i>

No audience members present.

FIRST ORDER OF BUSINESS

CALL TO ORDER

Mr. Porter opened the Board of Supervisors' meeting at 3:00 p.m.

SECOND ORDER OF BUSINESS

AUDIENCE COMMENTS ON AGENDA ITEMS

There were no audience members present.

THIRD ORDER OF BUSINESS

**CONSIDERATION OF THE MINUTES OF THE
BOARD OF SUPERVISORS' MEETING HELD
ON June 10, 2025**

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board approved the Minutes of Supervisors' meeting held on June 10, 2025, for Rookery Community Development District.

FOURTH ORDER OF BUSINESS

**RATIFICATION OF OPERATION AND
MAINTENANCE EXPENDITURES FOR MAY &
JUNE 2025**

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board ratified the Operations and Maintenance Expenditures for May 2025 in the amount of \$10,178.87, and June 2025 in the amount of \$2,081.65, for Rookery Community Development District.

FIFTH ORDER OF BUSINESS

STAFF REPORTS

A. DISTRICT COUNSEL

Ms. Buchanan did not have a report but was available for any questions.

B. DISTRICT ENGINEER

Not requested to attend.

C. DISTRICT MANAGER

Ms. Gallagher updated the board that representatives from BrightView asked if they should begin attending meetings. The board felt that this would not be necessary at this time.

D. Landscape

1.) BrightView Landscape Report, Dated August 1, 2025

No questions.

E. Pond Maintenance

1.) Florida Waterways Report, Dated July 14, 2025

No questions.

SIXTH ORDER OF BUSINESS

**CONSIDERATION OF PROPOSAL FOR
ADDITIONAL LANDSCAPE MAINTENANCE
AREA(S)**

The board reviewed two proposals for landscape maintenance of future areas upon inspection and turnover to the CDD for maintenance and not specifically on the September 1st date noted on each proposal. The first proposal was to maintain front beds being added which would also include 1,520 annuals at an expense of \$3.00 per plant.

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board approved the two BrightView proposals and annuals for future maintenance areas upon inspection and turnover to the CDD, for Rookery Community Development District.

SEVENTH ORDER OF BUSINESS

**RATIFICATION OF PROPOSAL FOR
PROPERTY INSURANCE**

Ms. Gallagher updated the board that the insurance company had noted that the white vinyl fencing would not be covered as it did not meet the per linear yard minimum cost.

The board ratified adding the entry monument, shadowbox fencing and fire gates to the property insurance policy.

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board ratified the proposal for property insurance, for Rookery Community Development District.

EIGHTH ORDER OF BUSINESS

**RATIFICATION OF UTILITY TRANSFERS &
SET UP (ELECTRIC AND WATER METERS)**

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board ratified the transfer and/or account set up of electric meters with Green Cove Springs Electric, Streetlights and CCUA meters that occurred between meetings, for Rookery Community Development District.

NINTH ORDER OF BUSINESS

**PUBLIC HEARING ON FISCAL YEAR 2025-
2026 FINAL BUDGET**

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board opened the Public Hearing on Fiscal Year 2025-2026 Final Budget, for Rookery Community Development District.

Ms. Gallagher reviewed updates since the proposed budget including that townhomes phase 1 was removed from the assessment worksheet.

No public present for public comments.

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board closed the Public Hearing on Fiscal Year 2025-2026 Final Budget, for Rookery Community Development District.

1.) CONSIDERATION OF RESOLUTION 2025-03, ADOPTING FISCAL YEAR 2025-2026 BUDGET

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board adopted Resolution 2025-03, adopting Fiscal Year 2025-2026 Budget as presented, for Rookery Community Development District.

2.) CONSIDERATION OF FUNDING AGREEMENT FOR FISCAL YEAR 2025-2026 BUDGET

The Board viewed the funding agreement for fiscal year 2025-2026 budget (Exhibit A).

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board approved the Funding Agreement for Fiscal Year 2025-2026 Budget, for Rookery Community Development District.

TENTH ORDER OF BUSINESS

PUBLIC HEARING ON FISCAL YEAR 2025-2026 SPECIAL ASSESSMENTS

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board opened the Public Hearing on Fiscal Year 2025-2026 Special Assessments, for Rookery Community Development District.

No public present for comments.

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board closed the Public Hearing on Fiscal Year 2025-2026 Special Assessments for Rookery Community Development District.

1.) CONSIDERATION OF RESOLUTION 2025-04, IMPOSING SPECIAL ASSESSMENTS

A revised assessment resolution was presented to the board that included payment schedules – (Exhibit B).

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board adopted Resolution 2025-04, Fiscal Year 2025-2026 Special Assessments, as revised, for Rookery Community Development District.

ELEVENTH ORDER OF BUSINESS**CONSIDERATION OF RESOLUTION 2025-05,
SETTING FISCAL YEAR 2025-2026 MEETING
DATES**

The board reviewed resolution 2025-05 setting the meeting dates for fiscal year 2025-26. It was noted that the City did not have the meeting room available on November 11th. Discussion ensued regarding the meeting times. The board requested the meeting time be adjusted to 2pm and if that conflicted with the meeting room availability would default to the 1:00 pm meeting time and also did not set a November meeting.

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board adopted Resolution 2025-05, setting Fiscal Year 2025-2026 meeting dates as amended as previously noted, for Rookery Community Development District.

TWELFTH ORDER OF BUSINESS**ACCEPTANCE OF FIRST ADDENDUM TO
CONTRACT FOR PROFESSIONAL
DISTRICT SERVICES**

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board accepted the First Addendum to Contract for Professional District Services, for Rookery Community Development District.

THIRTEENTH ORDER OF BUSINESS**SUPERVISOR REQUESTS AND AUDIENCE
COMMENTS**

There were no supervisor comments and no audience present.

FOURTEENTH ORDER OF BUSINESS**ADJOURNMENT**

Meeting was adjourned without a motion at 3:09 p.m.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Exhibit A

BUDGET FUNDING AGREEMENT
FISCAL YEAR 2026

This Agreement ("**Agreement**") is made and entered into effective as of October 1, 2025, by and between:

Rookery Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, ("**District**"), and is located in Green Cove Springs, Clay, Florida ("**County**"), and

D.R. Horton, Inc. - Jacksonville, a Delaware corporation, the developer of the lands in the District with an address of 4220 Race Track Road, St. Johns, Florida 32259 ("**Developer**," and together with the District, the "**Parties**"). For purposes of this Agreement, the term "**Property**" shall refer to that certain property within the CDD owned by the Developer on the Effective Date of this Agreement .

RECITALS

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the Property within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities, and services and from the continued operations of the District; and

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District adopted its general fund budget ("**Budget**") attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

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

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

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

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer’s consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District’s general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same.

2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy assessments, including on the Property, in the event of a funding deficit.

3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:

- a. The District shall have the right to file a continuing lien (“**Lien**”) upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a “Notice of Lien” in the public records of the County.
- b. The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
- c. The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

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

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

8. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

[SIGNATURES ON NEXT PAGE]

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

Attest:

**Rookery Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

D.R. Horton, Inc., - Jacksonville,
a Delaware corporation

Witness

By: _____
Its: _____

EXHIBIT A: FY 2026 Budget

Exhibit B

**RESOLUTION 2025-04
[FY 2026 ASSESSMENT RESOLUTION]**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ROOKERY COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rookery Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Clay County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

Exhibit B to Minutes

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2026 installment of the District's previously levied debt service special assessments ("**Debt Assessments,**" and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on December 1, 2025; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2025, 25% due no later than February 1, 2026 and 25% due no later than May 1, 2026.

Exhibit B to Minutes

- ii. **Due Date (Debt Assessments).** Debt Assessments directly collected by the District shall be due and payable in full on December 1, 2025; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2025, 25% due no later than February 1, 2026 and 25% due no later than May 1, 2026.
 - iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.
- c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 12th day of August, 2025.

Exhibit B to Minutes

ATTEST:

**ROOKERY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

- Exhibit A:** Budget
- Exhibit B:** Assessment Roll

Tab 2

ROOKERY COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · St. Augustine, Florida 32084

MAILING ADDRESS · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.rookerycdd.org

Operation and Maintenance Expenditures

July 2025

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2025 through July 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$11,174.01**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Rookery Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay Today	300045	2025-299878	Account# 68156 Legal Advertising 07/25	\$ 486.00
Clay Today	300045	2025-299879	Account# 68156 Legal Advertising 07/25	\$ 412.92
Kutak Rock, LLP	300046	3595014	Legal Services 05/25	\$ 411.00
Rizzetta & Company, Inc.	300041	INV0000099712	District Management Fees 06/25	\$ 5,347.42
Rizzetta & Company, Inc.	300042	INV0000100526	District Management Fees 07/25	<u>\$ 4,516.67</u>
Report Total				<u>\$ 11,174.01</u>

ROOKERY COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · St. Augustine, Florida 32084

MAILING ADDRESS · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.rookerycdd.org

Operation and Maintenance Expenditures

August 2025

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2025 through August 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$146.47**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Rookery Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2025 Through August 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
City of Green Cove Springs	300047	32180 7/25	Electric Services 07/25	<u>\$ 146.47</u>
Report Total				<u>\$ 146.47</u>

ROOKERY COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · St. Augustine, Florida 32084

MAILING ADDRESS · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

www.rookerycdd.org

Operation and Maintenance Expenditures

September 2025

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2025 through September 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$22,758.77**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Rookery Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Anthony K. Sharp	300050	AS081225 651	Board of Supervisors Meeting 08/12/25	\$ 200.00
BrightView Landscape Services, Inc.	300056	9426262	Landscape Maintenance 07/25	\$ 2,830.00
BrightView Landscape Services, Inc.	300056	9439790	Landscape Maintenance 08/25	\$ 2,830.00
BrightView Landscape Services, Inc.	300056	9475687	Landscape Maintenance 09/25	\$ 2,830.00
City of Green Cove Springs	20250915-2	28-00010 08/25 ACH	Account# 32180 Electric Services 08/25	\$ 150.05
City of Green Cove Springs	20250915-1	28-00070 08/25 ACH	Account# 32180 Electric Services 08/25	\$ 386.09
Clay County Utility Authority	20250904-1	Monthly Summary 07/25 651 ACH	Water-Utility Services 07/25	\$ 1,278.81
Clay County Utility Authority	20250919-1	Monthly Summary 08/25 651 ACH	Water-Utility Services 08/25	\$ 644.81
Egis Insurance Advisors, LLC	300054	28943	Endorsement Eff 07/17/25 Policy# 1001241127 10/01/24 - 10/01/25	\$ 988.00
Florida Waterways, Inc.	300057	1013650	Aquatic Maintenance 07/25	\$ 475.00
Florida Waterways, Inc.	300057	1013744	Aquatic Maintenance 08/25	\$ 475.00
John Gislason	300051	JG081225	Board of Supervisors Meeting 08/12/25	\$ 200.00
Mark Dearing	300052	MD081225	Board of Supervisors Meeting 08/12/25	\$ 200.00

Rookery Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2025 Through September 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Phil Lentsch	300055	00040883	Rookery CDD Book 08/25	\$ 37.67
Rizzetta & Company, Inc.	300049	INV0000101254	District Management Fees 08/25	\$ 4,516.67
Rizzetta & Company, Inc.	300048	INV0000102299	District Management Fees 09/25	\$ 4,516.67
Robert Porter	300053	BP081225 651	Board of Supervisors Meeting 08/12/25	<u>\$ 200.00</u>
Report Total				<u>\$ 22,758.77</u>

Tab 3

Arbitrage Rebate Counselors, LLC
Arbitrage Regulations Compliance for Issuers of Tax-Exempt Bonds

June 9, 2025

Rookery Community Development District
c/o Ms. Shandra Torres
Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

Re: Proposal – Annual Arbitrage Calculations – \$14,050,000 Rookery CDD – Capital Improvement Revenue Bonds, Series 2024 (Area One) (“Series 2024”)

Dear Rookery Community Development District:

Arbitrage Rebate Counselors is pleased to provide you with this Proposal to perform annual arbitrage calculations for the above-referenced Series 2024.

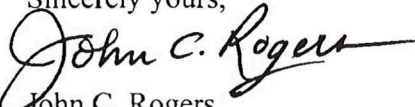
We propose to perform three annual arbitrage calculations: the first, for the period September 20, 2024 to September 20, 2025; the second, for the period September 20, 2025 to September 20, 2026; and the third, for the period September 20, 2026 to September 20, 2027.

We will provide the following services: obtaining and reviewing all relevant records to understand specifics of bond issue; compiling a computerized record of investments, interest earnings and disbursement; calculating arbitrage yield; performing spending exceptions analysis; computing an estimated arbitrage rebate liability (if any); preparing an arbitrage opinion letter; and assisting with payment of any arbitrage due.

To do the annual arbitrage calculations, we will need: (1) trust fund statements, and (2) bond closing documents, including Arbitrage and Tax Certificate, Closing Memorandum, and IRS Form “8038-G”.

Our fee to prepare each annual arbitrage calculation is \$400.00, or a total of \$1,200.00 for all three calculations.

Sincerely yours,


John C. Rogers
President

Acknowledged and accepted:

Signed:

Name: _____

Title: _____

Date: _____

Tab 4

Arbitrage Rebate Counselors, LLC

Arbitrage Rebate Compliance for Issuers of Tax-Exempt Bonds

October 15, 2025

Rookery Community Development District
c/o Ms. Shandra Torres, District Compliance Associate
Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

Re: \$14,050,000
Rookery Community Development District
(City of Green Cove Springs, Florida)
Capital Improvement Revenue Bonds, Series 2024 (Assessment Area One)
Annual Arbitrage Report for the period September 20, 2024 to September 20, 2025

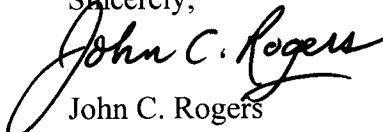
Dear Rookery Community Development District:

Please find attached the Annual Arbitrage Report for the above-referenced Series 2024.

As calculated in the Annual Arbitrage Report, **no arbitrage liability was incurred** on Series 2023 during the one-year period September 20, 2024 to September 20, 2025.

Please note that the next arbitrage report is scheduled to be prepared on September 20, 2026.

Sincerely,



John C. Rogers
President

Arbitrage Rebate Counselors, LLC

Arbitrage Rebate Compliance for Issuers of Tax-Exempt Bonds

October 15, 2025

Rookery Community Development District
c/o Ms. Shandra Torres, District Compliance Associate
Rizzetta & Company
3434 Colwell Ave., Suite 200
Tampa, FL 33614

Re: \$14,050,000
Rookery Community Development District
(City of Green Cove Springs, Florida)
Capital Improvement Revenue Bonds, Series 2024 (Assessment Area One)
Annual Arbitrage Report for the period September 20, 2024 to September 20, 2025

Dear Rookery Community Development District:

This opinion is being delivered to you pursuant to our engagement to calculate the annual arbitrage liability, if any, under section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the “Code”) for \$14,050,000 Rookery Community Development District, Capital Improvement Revenue Bonds, Series 2024 (Assessment Area One) (the “Series 2024”) for the period September 20, 2024 to September 20, 2025 (the “Annual Computation Period”). Our opinion is accompanied by an Annual Arbitrage Report (“Annual Arbitrage Report”).

The scope of our engagement was limited to the preparation of a computation of annual arbitrage liability, based upon the following information from the referenced sources:

Trust Fund statements for Series 2024 for the period September 20, 2024 to September 20, 2025

Source: US Bank, Orlando, Florida

Closing Documents for the Bonds, including Official Statement, Non-Arbitrage Certificate, and I.R.S. Form “8038-G”

Source: Rizzetta & Company, Tampa, Florida

In accordance with the terms of our engagement, we did not audit the aforementioned information, and we express no opinion as to the completeness or the accuracy of such information for purposes of calculating the annual arbitrage liability amount, if any.

32 Whitmarsh Road, Ardmore, PA 19003 Tel. 610-764-7998 Email: jcrogers279@gmail.com

Notes and Assumptions

- a) The issue date of the Series 2024 is September 20, 2025.
- b) The end of the first Bond Year for the Series 2024 is September 20, 2025.
- c) Computations of yield are based upon a 30-day month, a 360-day year and semiannual compounding.
- d) All payment and receipts are assumed to be paid or received, respectively, as shown in the attached schedules.
- e) We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of commissions.
- f) For purposes of determining what constitutes an “issue” under section 148(f) of the Code, we have assumed that the Series 2024 constitutes a single issue under the Code.
- g) No provision has been made in the Annual Arbitrage Report for any debt service fund.
- h) The calculation of arbitrage liability on Series 2024 for the Annual Computation Period is made as of September 20, 2025 (the “Annual Computation Date”).
- i) According to the Official Statement, proceeds of Series 2024 were used to: (i) finance a portion of the costs of acquiring, constructing and equipping assessable improvements comprising the Assessment Area One Project, (ii) pay certain costs associated with the issuance of Series 2024, (iii) make a deposit into the Series 2024 Reserve Account, and (iv) pay a portion of the interest to become due on Series 2024.

Source Information

Bonds

Closing Date

I.R.S. Form 8038-G

Sources and Uses of Funds Upon
Issuance of Series 2024

Page A-1 of Annual Arbitrage Report

Series 2024 Yield

Pages B-1, B-2 and B-3 of
Annual Arbitrage Report

Rookery Community Development District
Annual Arbitrage Report
Page Three

Investments

Principal and Interest Receipt Amounts
and Dates

Trust Statements

Investment Dates and Purchase Prices

Trust Statements

Based upon the assumptions referred to in the preceding paragraphs and the related information referred to above, Stonegate Preserve Community Development District earned the computations earned \$56,142.70 less on its investments of Series 2024 proceeds during the Annual Computation Period than had such proceeds been invested at the Series 2024 Yield, and therefore **did not incur an arbitrage liability** on Series 2024 during such period, as shown on Page C-1.

ARBITRAGE Rebate Counselors, LLC
ARBITRAGE REBATE COUNSELORS, LLC

\$14,050,000
Rookery Community Development District
(City of Green Cove Springs, Florida)
Capital Improvement Revenue Bonds, Series of 2024
(Assessment Area One)

Annual Arbitrage Report
For the Period September 20, 2024 to September 20, 2025

October 15, 2025

\$14,050,000
Rookery Community Development District
(City of Green Cove Springs, Florida)
Capital Improvement Revenue Bonds, Series 2024
(Assessment Area One)

Sources and Uses of Funds Upon Issuance of Series 2024

Sources of Funds

Par Amount	\$14,050,000.00
Minus: Original Issue Discount	<u>(30,669.60)</u>
Total Sources of Funds	<u>\$14,019,330.40</u>

Uses of Funds

Deposit to Series 2024 Acquisition and Constuction Account	\$12,403,787.34
Deposit to Series 2024 Capitalized Interest Account	800,721.81
Deposit to Series 2024 Capitalized Interest Account	464,876.25
Costs of Issuance, including Underwriter's Discount	<u>349,945.00</u>
Total Uses of Funds	<u>\$14,019,330.40</u>

Note:

(1) Source: Official Statement for Series 2024, dated September 12, 2024.

\$14,050,000
Rookery Community Development District
(City of Green Cove Springs, Florida)
Capital Improvement Revenue Bonds, Series 2024
(Assessment Area One)

Pricing Report - 2024 Series

Dated Date: 9/20/2024
Issuance Date: 9/20/2024

	Principal	Interest		Bond		Original	
Date	Amount	Rate	Yield	Years	Price	Issue Discount	Production
5/1/2026	\$215,000.00	4.250%	4.250%	346.99	100.000%	\$0.00	\$215,000.00
5/1/2027	220,000.00	4.250%	4.250%	575.06	100.000%	0.00	220,000.00
5/1/2028	230,000.00	4.250%	4.250%	831.19	100.000%	0.00	230,000.00
5/1/2029	240,000.00	4.250%	4.250%	1,107.33	100.000%	0.00	240,000.00
5/1/2030	250,000.00	4.250%	4.250%	1,403.47	100.000%	0.00	250,000.00
5/1/2031	265,000.00	4.250%	4.250%	1,752.68	100.000%	0.00	265,000.00
5/1/2032	275,000.00	5.000%	5.050%	2,093.82	99.376%	(1,716.00)	273,284.00
5/1/2033	290,000.00	5.000%	5.050%	2,498.03	99.376%	(1,809.60)	288,190.40
5/1/2034	305,000.00	5.000%	5.050%	2,932.24	99.376%	(1,903.20)	303,096.80
5/1/2035	320,000.00	5.000%	5.050%	3,396.44	99.376%	(1,996.80)	318,003.20
5/1/2036	335,000.00	5.000%	5.050%	3,890.65	99.376%	(2,090.40)	332,909.60
5/1/2037	355,000.00	5.000%	5.050%	4,477.93	99.376%	(2,215.20)	352,784.80
5/1/2038	370,000.00	5.000%	5.050%	5,037.14	99.376%	(2,308.80)	367,691.20
5/1/2039	390,000.00	5.000%	5.050%	5,699.42	99.376%	(2,433.60)	387,566.40
5/1/2040	410,000.00	5.000%	5.050%	6,401.69	99.376%	(2,558.40)	407,441.60
5/1/2041	430,000.00	5.000%	5.050%	7,143.97	99.376%	(2,683.20)	427,316.80
5/1/2042	455,000.00	5.000%	5.050%	8,014.32	99.376%	(2,839.20)	452,160.80
5/1/2043	480,000.00	5.000%	5.050%	8,934.67	99.376%	(2,995.20)	477,004.80
5/1/2044	500,000.00	5.000%	5.050%	9,806.94	99.376%	(3,120.00)	496,880.00
5/1/2045	530,000.00	5.350%	5.350%	10,925.36	100.000%	0.00	530,000.00
5/1/2046	560,000.00	5.350%	5.350%	12,103.78	100.000%	0.00	560,000.00
5/1/2047	590,000.00	5.350%	5.350%	13,342.19	100.000%	0.00	590,000.00
5/1/2048	620,000.00	5.350%	5.350%	14,640.61	100.000%	0.00	620,000.00
5/1/2049	655,000.00	5.350%	5.350%	16,122.10	100.000%	0.00	655,000.00
5/1/2050	690,000.00	5.350%	5.350%	17,673.58	100.000%	0.00	690,000.00
5/1/2051	730,000.00	5.350%	5.350%	19,428.14	100.000%	0.00	730,000.00
5/1/2052	770,000.00	5.350%	5.350%	21,262.69	100.000%	0.00	770,000.00
5/1/2053	810,000.00	5.350%	5.350%	23,177.25	100.000%	0.00	810,000.00
5/1/2054	855,000.00	5.350%	5.350%	25,319.88	100.000%	0.00	855,000.00
5/1/2055	<u>905,000.00</u>	5.350%	5.350%	27,705.57	100.000%	<u>0.00</u>	<u>905,000.00</u>
	<u>\$14,050,000.00</u>			<u>278,045.14</u>		<u>(\$30,669.60)</u>	<u>\$14,019,330.40</u>
Principal Amount	\$14,050,000.00						
Less: Original							
Issue Discount	<u>(30,669.60)</u>						
	<u>\$14,019,330.40</u>						
Gross Interest Cost	\$14,563,085.56						
Plus: Original							
Issue Discount	<u>30,669.60</u>						
	<u>\$14,593,755.16</u>						
NIC %	5.2487%						
Bond Years	278,045.14						
Average Coupon	5.2377%						
Average Life (Years)	19.79						

Note: (1) Source: Official Statement for the 2024 Bonds, dated September 12, 2024.

\$14,050,000
Rookery Community Development District
(City of Green Cove Springs, Florida)
Capital Improvement Revenue Bonds, Series 2024
(Assessment Area One)

Series 2024 - Debt Service Payable

Dated Date: 9/20/2024
First Interest
Payment Date: 5/1/2025

Date	Principal Amount	Interest Rate	Interest	Semiannual Debt Service	Annual Debt Service
5/1/2025			0.00	441,295.56	\$441,295.56
11/1/2025			0.00	359,426.25	359,426.25
5/1/2026	\$215,000.00	4.25%	4,568.75	359,426.25	574,426.25
11/1/2026			0.00	354,857.50	354,857.50
5/1/2027	220,000.00	4.25%	4,675.00	354,857.50	574,857.50
11/1/2027			0.00	350,182.50	350,182.50
5/1/2028	230,000.00	4.25%	4,887.50	350,182.50	580,182.50
11/1/2028			0.00	345,295.00	345,295.00
5/1/2029	240,000.00	4.25%	5,100.00	345,295.00	585,295.00
11/1/2029			0.00	340,195.00	340,195.00
5/1/2030	250,000.00	4.25%	5,312.50	340,195.00	590,195.00
11/1/2030			0.00	334,882.50	334,882.50
5/1/2031	265,000.00	4.25%	5,631.25	334,882.50	599,882.50
11/1/2031			0.00	329,251.25	329,251.25
5/1/2032	275,000.00	5.00%	6,875.00	329,251.25	604,251.25
11/1/2032			0.00	322,376.25	322,376.25
5/1/2033	290,000.00	5.00%	7,250.00	322,376.25	612,376.25
11/1/2033			0.00	315,126.25	315,126.25
5/1/2034	305,000.00	5.00%	7,625.00	315,126.25	620,126.25
11/1/2034			0.00	307,501.25	307,501.25
5/1/2035	320,000.00	5.00%	8,000.00	307,501.25	627,501.25
11/1/2035			0.00	299,501.25	299,501.25
5/1/2036	335,000.00	5.00%	8,375.00	299,501.25	634,501.25
11/1/2036			0.00	291,126.25	291,126.25
5/1/2037	355,000.00	5.00%	8,875.00	291,126.25	646,126.25
11/1/2037			0.00	282,251.25	282,251.25
5/1/2038	370,000.00	5.00%	9,250.00	282,251.25	652,251.25
11/1/2038			0.00	273,001.25	273,001.25
5/1/2039	390,000.00	5.00%	9,750.00	273,001.25	663,001.25
11/1/2039			0.00	263,251.25	263,251.25
5/1/2040	410,000.00	5.00%	10,250.00	263,251.25	673,251.25
11/1/2040			0.00	253,001.25	253,001.25
5/1/2041	430,000.00	5.00%	10,750.00	253,001.25	683,001.25
11/1/2041			0.00	242,251.25	242,251.25
5/1/2042	455,000.00	5.00%	11,375.00	242,251.25	697,251.25
11/1/2042			0.00	230,876.25	230,876.25
5/1/2043	480,000.00	5.00%	12,000.00	230,876.25	710,876.25
11/1/2043			0.00	218,876.25	218,876.25
5/1/2044	500,000.00	5.00%	12,500.00	218,876.25	718,876.25
11/1/2044			0.00	206,376.25	206,376.25
5/1/2045	530,000.00	5.35%	14,177.50	206,376.25	736,376.25
11/1/2045			0.00	192,198.75	192,198.75
5/1/2046	560,000.00	5.35%	14,980.00	192,198.75	752,198.75
11/1/2046			0.00	177,218.75	177,218.75
5/1/2047	590,000.00	5.35%	15,782.50	177,218.75	767,218.75
11/1/2047			0.00	161,436.25	161,436.25
5/1/2048	620,000.00	5.35%	16,585.00	161,436.25	781,436.25
11/1/2048			0.00	144,851.25	144,851.25
5/1/2049	655,000.00	5.35%	17,521.25	144,851.25	799,851.25
11/1/2049			0.00	127,330.00	127,330.00
5/1/2050	690,000.00	5.35%	18,457.50	127,330.00	817,330.00
11/1/2050			0.00	108,872.50	108,872.50
5/1/2051	730,000.00	5.35%	19,527.50	108,872.50	838,872.50
11/1/2051			0.00	89,345.00	89,345.00
5/1/2052	770,000.00	5.35%	20,597.50	89,345.00	859,345.00
11/1/2052			0.00	68,747.50	68,747.50
5/1/2053	810,000.00	5.35%	21,667.50	68,747.50	878,747.50
11/1/2053			0.00	47,080.00	47,080.00
5/1/2054	855,000.00	5.35%	22,871.25	47,080.00	902,080.00
11/1/2054			0.00	24,208.75	24,208.75
5/1/2055	<u>905,000.00</u>	5.35%	<u>24,208.75</u>	<u>24,208.75</u>	<u>929,208.75</u>
	<u>\$14,050,000.00</u>		<u>\$14,563,085.56</u>	<u>\$28,613,085.56</u>	<u>\$28,613,085.56</u>

Note: (1) Source: Official Statement for the 2024 Bonds, dated September 12, 2024.

\$14,050,000
Rookery Community Development District
(City of Green Cove Springs, Florida)
Capital Improvement Revenue Bonds, Series 2024
(Assessment Area One)

Proof of Yield - Series 2024

P.V. Date: 9/20/2024
Series 2024 Yield: 5.22846638%

Date (1)	Semiannual Debt Service (1)	Muni Days To Computation Date	Present Value Factor	Present Value
5/1/2025	\$441,295.56	221	0.96881210	\$427,532.48
11/1/2025	359,426.25	401	0.94413033	339,345.22
5/1/2026	574,426.25	581	0.92007736	528,516.59
11/1/2026	354,857.50	761	0.89663717	318,178.43
5/1/2027	574,857.50	941	0.87379416	502,307.12
11/1/2027	350,182.50	1121	0.85153310	298,191.99
5/1/2028	580,182.50	1301	0.82983917	481,458.16
11/1/2028	345,295.00	1481	0.80869792	279,239.35
5/1/2029	585,295.00	1661	0.78809527	461,268.22
11/1/2029	340,195.00	1841	0.76801750	261,275.71
5/1/2030	590,195.00	2021	0.74845124	441,732.18
11/1/2030	334,882.50	2201	0.72938345	244,257.75
5/1/2031	599,882.50	2381	0.71080145	426,397.35
11/1/2031	329,251.25	2561	0.69269284	228,069.98
5/1/2032	604,251.25	2741	0.67504558	407,897.13
11/1/2032	322,376.25	2921	0.65784790	212,074.54
5/1/2033	612,376.25	3101	0.64108835	392,587.28
11/1/2033	315,126.25	3281	0.62475578	196,876.95
5/1/2034	620,126.25	3461	0.60883930	377,557.23
11/1/2034	307,501.25	3641	0.59332832	182,449.20
5/1/2035	627,501.25	3821	0.57821249	362,829.06
11/1/2035	299,501.25	4001	0.56348176	168,763.49
5/1/2036	634,501.25	4181	0.54912632	348,421.34
11/1/2036	291,126.25	4361	0.53513660	155,792.31
5/1/2037	646,126.25	4541	0.52150329	336,956.97
11/1/2037	282,251.25	4721	0.50821731	143,444.97
5/1/2038	652,251.25	4901	0.49526980	323,040.35
11/1/2038	273,001.25	5081	0.48265215	131,764.64
5/1/2039	663,001.25	5261	0.47035594	311,846.58
11/1/2039	263,251.25	5441	0.45837301	120,667.27
5/1/2040	673,251.25	5621	0.44669535	300,738.20
11/1/2040	253,001.25	5801	0.43531519	110,135.29
5/1/2041	683,001.25	5981	0.42422496	289,746.18
11/1/2041	242,251.25	6161	0.41341727	100,150.85
5/1/2042	697,251.25	6341	0.40288492	280,912.01
11/1/2042	230,876.25	6521	0.39262089	90,646.84
5/1/2043	710,876.25	6701	0.38261836	271,994.30
11/1/2043	218,876.25	6881	0.37287065	81,612.53
5/1/2044	718,876.25	7061	0.36337128	261,218.98
11/1/2044	206,376.25	7241	0.35411391	73,080.70
5/1/2045	736,376.25	7421	0.34509239	254,117.84
11/1/2045	192,198.75	7601	0.33630071	64,636.58
5/1/2046	752,198.75	7781	0.32773300	246,520.36
11/1/2046	177,218.75	7961	0.31938357	56,600.76
5/1/2047	767,218.75	8141	0.31124685	238,794.42
11/1/2047	161,436.25	8321	0.30331743	48,966.43
5/1/2048	781,436.25	8501	0.29559002	230,984.75
11/1/2048	144,851.25	8681	0.28805947	41,725.77
5/1/2049	799,851.25	8861	0.28072078	224,534.86
11/1/2049	127,330.00	9041	0.27356904	34,833.55
5/1/2050	817,330.00	9221	0.26659951	217,899.78
11/1/2050	108,872.50	9401	0.25980754	28,285.90
5/1/2051	838,872.50	9581	0.25318859	212,392.95
11/1/2051	89,345.00	9761	0.24673828	22,044.83
5/1/2052	859,345.00	9941	0.24045230	206,631.48
11/1/2052	68,747.50	10121	0.23432646	16,109.36
5/1/2053	878,747.50	10301	0.22835668	200,667.86
11/1/2053	47,080.00	10481	0.22253899	10,477.14
5/1/2054	902,080.00	10661	0.21686952	195,633.65
11/1/2054	24,208.75	10841	0.21134448	5,116.39
5/1/2055	<u>929,208.75</u>	11021	0.20596020	<u>191,380.02</u>
Total	<u>\$28,613,085.56</u>			<u>\$14,019,330.40 (2)</u>

Notes: (1) See Page B-2.

(2) \$14,019,330.40 = \$14,050,000.00 [Principal Amount of Series 2024] - \$30,669.60 [Original Issue Discount on Series 2024].

Arbitrage Credit - Annual Computation Period

Investment
Yield: 4.00124560%

Arbitrage Credit **(\$56,142.70)**

Page C-1

Tab 5

Customer Service Report

Customer: Rookery
Field Biologist: Eduardo Morales

Date of Visit: 8/5/2025
Weather: 91 °F High
30% ☁

Waterway and Ditch Treatments

Site	1	2	3	4	5	6									
Algae	x														
Submersed Weeds															
Shoreline Grasses & Brush	x	x	x	x	x	x									
Floating Weeds	x														
Mosquito Larvicide															
Pond Dye															
Inspection															
Debris Removal															

Comments: Ponds were inspected and addressed accordingly. Algae, shoreline weeds and floating weeds were treated in pond 1. Ponds 2 thru 6 were treated for shoreline weeds. Pluvial activity occurring in less than an hour of treating pond 6.

Carp Program

- ☐ Carp Observed
☐ Barriers Inspected

Flow

- ☐ None
☐ Slight
☐ Visible

Water Clarity

- ☐ < 1' ☐ 2-4'
☒ 1-2' ☐ >4'

Water Levels

- ☒ High
☐ Normal
☐ Low

Fish/Wildlife Observations

- | | | | | |
|----------------------------------------------|--------------------------------------------|------------------------------------|-------------------------------------------|--------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Bass | <input type="checkbox"/> Anhinga | <input type="checkbox"/> Woodstork | <input type="checkbox"/> Turtles | <input type="checkbox"/> Other Species:

_____ |
| <input type="checkbox"/> Bream | <input type="checkbox"/> Cormorant | <input type="checkbox"/> Ducks | <input type="checkbox"/> Snakes | |
| <input type="checkbox"/> Catfish | <input checked="" type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input type="checkbox"/> Alligator | |
| <input checked="" type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input type="checkbox"/> Ibis | <input checked="" type="checkbox"/> Frogs | |

Native/Beneficial Vegetation Noted

- | | | | |
|---------------------------------------|---------------------------------------|-----------------------------------|--------------------------------------------|
| <input type="checkbox"/> Arrowhead | <input type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input type="checkbox"/> Slender Spikerush |
| <input type="checkbox"/> Cordgrass | <input type="checkbox"/> Lily | <input type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort |
| <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spatterdock | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed |

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Customer Service Report

Customer: Rookery
Field Biologist: Eduardo Morales

Date of Visit: 8/5/2025
Weather: 91 °F High
30% ☁



1



2



3



4



5



6

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Customer Service Report

Customer: Rookery
Field Biologist: J.T. Condon

Date of Visit: 9/26/2025
Weather: 90 °F High
45% ☁

Waterway and Ditch Treatments

Site	1	2	3	4	5	6										
Algae	X	X	X	X	X	X										
Submersed Weeds																
Shoreline Grasses & Brush																
Floating Weeds																
Mosquito Larvicide																
Pond Dye																
Inspection																
Debris Removal																

Comments: For tpdays visit all ponds on site were inspected for weed and algae growth. All ponds on site were treated for Algae. Ponds 1 and 2 were also treated for shoreline grasses and brush. There was also debris removed from in and around each pond. Thank you for choosing Florida Waterways.

Carp Program

- ☐ Carp Observed
☒ Barriers Inspected

Flow

- ☐ None
☒ Slight
☐ Visible

Water Clarity

- ☐ < 1' ☐ 2-4'
☒ 1-2' ☐ >4'

Water Levels

- ☐ High
☒ Normal
☐ Low

Fish/Wildlife Observations

- | | | | | |
|----------------------------------------------|------------------------------------|------------------------------------|--------------------------------------------|-----------------------------------------|
| <input checked="" type="checkbox"/> Bass | <input type="checkbox"/> Anhinga | <input type="checkbox"/> Woodstork | <input type="checkbox"/> Turtles | <input type="checkbox"/> Other Species: |
| <input checked="" type="checkbox"/> Bream | <input type="checkbox"/> Cormorant | <input type="checkbox"/> Ducks | <input checked="" type="checkbox"/> Snakes | _____ |
| <input type="checkbox"/> Catfish | <input type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input type="checkbox"/> Alligator | _____ |
| <input checked="" type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input type="checkbox"/> Ibis | <input type="checkbox"/> Frogs | _____ |

Native/Beneficial Vegetation Noted

- | | | | |
|--------------------------------------------|---------------------------------------|-------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Arrowhead | <input type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input checked="" type="checkbox"/> Slender Spikerush |
| <input type="checkbox"/> Cordgrass | <input type="checkbox"/> Lily | <input checked="" type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input checked="" type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input checked="" type="checkbox"/> Naiad | <input checked="" type="checkbox"/> Bladderwort |
| <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spatterdock | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed |

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Customer Service Report

Customer: Rookery
Field Biologist: J.T. Condon

Date of Visit: 9/26/2025
Weather: 90 °F High
45% ☁



1 (2)



2 (2)



3



4



5



6

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Customer Service Report

Customer: Rookery
Field Biologist: Brandon Sixto

Date of Visit: 10/17/2025
Weather: 80 °F High
20% ☁

Waterway and Ditch Treatments

Site	1	2	3	4	5	6										
Algae	X	X	X		X	X										
Submersed Weeds																
Shoreline Grasses & Brush	X	X		X												
Floating Weeds																
Mosquito Larvicide																
Pond Dye																
Inspection																
Debris Removal																

Comments: Ponds were treated for algae and shoreline grasses.

Carp Program

- ☐ Carp Observed
☐ Barriers Inspected

Flow

- ☐ None
☐ Slight
☐ Visible

Water Clarity

- ☐ < 1' ☒ 2-4'
☐ 1-2' ☐ >4'

Water Levels

- ☐ High
☒ Normal
☐ Low

Fish/Wildlife Observations

- | | | | | |
|-----------------------------------|------------------------------------|-------------------------------------------|------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Bass | <input type="checkbox"/> Anhinga | <input type="checkbox"/> Woodstork | <input type="checkbox"/> Turtles | <input type="checkbox"/> Other Species:

_____ |
| <input type="checkbox"/> Bream | <input type="checkbox"/> Cormorant | <input checked="" type="checkbox"/> Ducks | <input type="checkbox"/> Snakes | |
| <input type="checkbox"/> Catfish | <input type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input type="checkbox"/> Alligator | |
| <input type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input type="checkbox"/> Ibis | <input type="checkbox"/> Frogs | |

Native/Beneficial Vegetation Noted

- | | | | |
|--------------------------------------------|---------------------------------------|-----------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Arrowhead | <input type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input checked="" type="checkbox"/> Slender Spikerush |
| <input type="checkbox"/> Cordgrass | <input type="checkbox"/> Lily | <input type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input checked="" type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort |
| <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spatterdock | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed |

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Customer Service Report

Customer: Rookery
Field Biologist: Brandon Sixto

Date of Visit: 10/17/2025
Weather: 80 °F High
20% ☁



1



2



3



4



5

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

Tab 6

Quality Site Assessment

Prepared for: Rookery CDD

General Information

DATE: Friday, Oct 31, 2025

NEXT QSA DATE: Friday, Nov 07, 2025

CLIENT ATTENDEES:

BRIGHTVIEW ATTENDEES: Royce Peaden

Customer Focus Areas

Entrance, Dog Park, Road Frontage, Lake behind Models

Quality you can count on.

7 Seven Standards of Excellence



Site Cleanliness



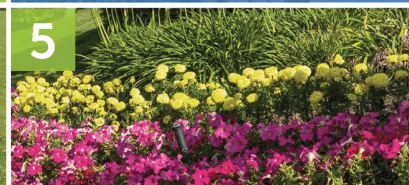
Weed Free



Green Turf



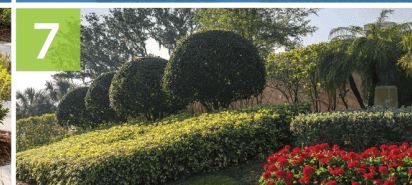
Crisp Edges



Spectacular Flowers



Uniformly Mulched Beds



Neatly Pruned Trees & Shrubs

Maintenance Items

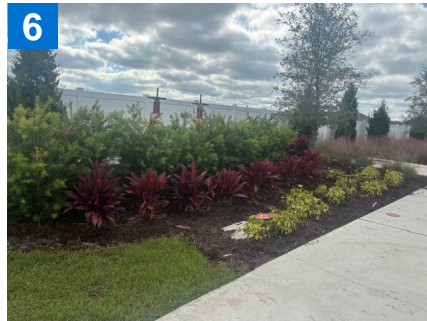


- 1** Majority of new plant material throughout site doing well. Landscape areas on site tend to be wet. Irrigation has to be watched closely. - Please note - Blue dazed (front, center) in photo is cold sensitive. With typical winter conditions plants will likely need to be in-filled or replaced following the winter season
- 2** Community Annuals - Fall annuals should be installed soon. Proposal has been submitted for review.
- 3** Several newer installed, declined trees around site have been removed
- 4** One additional declining Cedar was noted on left side of entry boulevard heading toward the Dog Park

QUALITY SITE ASSESSMENT

Rookery CDD

Maintenance Items



- 5** Summer annuals along boulevard are performing very well. Recommend replacement prior to arrival of cold temperatures.
- 6** Cold Sensitive Plant material - Ti, Copper Leaf (burgandy plants) and Arboricola along entry boulevard are sensitive to cold. Budgeting for infill or replacement would be recommended following the Winter season
- 7** Crew will begin bi-weekly mowing services the week of 11/1. Crew will be on site weekly - Detail and weed control will be performed weekly.
- 8** Crew will perform a variety of Winter tasks over the coming months. Tree canopies will be raised, ornamental grasses will be cut back, and soft tissue plant material will be cut back once the threat of cold has passed.

QUALITY SITE ASSESSMENT

Rookery CDD

Maintenance Items



- 9** Muhly Grass on-site are in full bloom and putting on a good show. Once cold weather moves in the color from the blooms will fade out. At this point we will schedule to perform a 1x annual cutback.
- 10** Crew has been working to get better control of the weeds in the outflow/rip rap area near the entrance
- 11** Ant mounds - reduced mowing frequency and Winter means fire ant mounds will be more prevalent and noticeable throughout the community. As part of our maintenance contract the team will "bait" ant mounds with a product the ants forage for. For this to be effective the mound must be left undisturbed and the colony will need to bring the food source into the mound. There are alternative products available that can provide a preventative approach to fire ant mounds.
- 12** Plumbago at Dog park - recommend consideration of

replacement - Plants have been treated twice with a fungicide product and continue to decline. The plants are not suited for the condition in the island and will continue to struggle. Plumbago are also cold sensitive and will be damaged further over winter. Proposal submitted as part of monthly package.



11530 Davis Creek Ct | Jacksonville, FL 32256
O: (904) 292-0716

SERVICE COMMUNICATION REPORT

PROPERTY: The Rookery **DATE:** 10/30/25

The following landscape maintenance services were performed on your property today. If you have any questions about your service, please contact our Grounds Maintenance Customer Service at (904) 292-0716.

TURF		LANDSCAPE BEDS		AGRONOMICS		PEST CONTROL	
Mowing	<input type="checkbox"/>	Tree Pruning	<input type="checkbox"/>	Turf	<input type="checkbox"/>	Turf	<input type="checkbox"/>
Curb Edging	<input checked="" type="checkbox"/>	Palm Pruning	<input type="checkbox"/>	Beds	<input type="checkbox"/>	Trees	<input type="checkbox"/>
Bed Edging	<input type="checkbox"/>	Plant Pruning	<input type="checkbox"/>	Shrubs	<input type="checkbox"/>	Shrubs	<input type="checkbox"/>
Line Trim Edging	<input type="checkbox"/>	Shrub Pruning	<input checked="" type="checkbox"/>	Annuals	<input type="checkbox"/>	Fire Ants	<input type="checkbox"/>
Weed eat	<input checked="" type="checkbox"/>	Weeding	<input checked="" type="checkbox"/>				
IRRIGATION		PLANTING		CLEAN UP		OTHER SERVICES PROVIDED	
Inspect	<input type="checkbox"/>	Annuals	<input type="checkbox"/>	Trash	<input checked="" type="checkbox"/>		
Adjust	<input type="checkbox"/>	Shrubs	<input type="checkbox"/>	Leaves	<input type="checkbox"/>		
Repair	<input type="checkbox"/>	Mulch	<input type="checkbox"/>	Debris	<input checked="" type="checkbox"/>		
		Other (See Notes)	<input type="checkbox"/>				

Work To Be Completed:

Bring 72"; 36" mower
Weedeat all lakes this week
Handpull/spray islands at dog park
Weedeat back side of white fence near far end of property
detail new beds on Blvd.
Use 36" on front of white fence and Wooden fence but not between fence and trees
Between road and dogpark use 36"

BrightView

Landscape Services

Irrigation Report

Property Name: Rootery

Controller Location: left side of the entrance

Job #: _____

Tech Name: Yasmani

Type of controller: HUNTER

Date: 10-17-2025

Access Code: _____

Controller Name: ACC2

Zones per Controller: _____

Page: 1 of 2

Prog	Run Days / Zones	Start Time	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	Spray Rotor Drip:		S	R	R	R	B	B	B	B	R	R	R	S	B	S	S	B	R	R	R	B	B	B	B	S
A	S M T W TH F S	6:00 PM	15	30	30	30	-	-	-	-	30	30	30	30	-	30	30	-	30	30	30	-	-	-	-	30
B	S M T W TH F S	4:30 AM	10	-	-	-	30	30	45	30	-	-	-	-	30	-	-	30	-	-	-	30	30	30	30	-
C	S M T W TH F S	6:00 PM																								
D	S M T W TH F S	2:00 PM																								
E	S M T W TH F S																									
F	S M T W TH F S																									

Broken Head																										
Broken Riser																										
Broken Nozzle																2	1									
Broken Lateral Line																					1					
Broken Bubbler																										
Broken Rotor																										
Cut Drip Line																										
Valve Inoperable																										
Solenoid/Decoder Inoperable																										
Broken valve box/Missing Lid																										
Good Zone																										
Maint. Damage (NO CHARGE)																										

Which Zones are Annual Zones: 2

Backflow/Meter Location: _____

Reclaim Water or Pump _____

Replace Rain/Freeze Sensor: _____

Irrigation Map?: _____

Tech Notes: zone 7 need more 1 bubble 10 feet
zone 8 need 1 cap for bubble
zone 13 need 2 cap for bubble
zone 24 down pressure

Irrigation Report

Property Name: Rookery

Controller Location: *left side of the engine*

Job #:

Tech Name: Kamran

Type of controller: 4:1 R.T.P.

Date: 10-17-2025

Access Code: _____ Controller Name: ACC-2

Zones per Controller: 33

Page: 2 of 2

[illegible][illegible]

Which Zones are Annual Zones: 

Backflow/Meter Location:	Reclaim Water or Pump	Replace Rain/Freeze Sensor:

Irrigation Map?: Tech Notes: channel program A Mandru and Eridon

change programs A Monday and Friday
B Sunday and W
zone 24, 25 low precision

Tab 7

Proposal for Extra Work at Rookery CDD

Property Name	Rookery CDD	Contact	Lesley Gallagher
Property Address	4202 S Oakridge Ave Green Cove Springs, FL 32043	To	Rookery CDD
		Billing Address	3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	Fall 2025 Annuals Install		
Project Description	Fall 2025 Annuals Install		

Scope of Work

QTY	UoM/Size	Material/Description
500.00	EACH	Installation of 500 Annuals at Front Entrance bed
1.00	EACH	Add 2 yds of Annuals soil at Entrance - Included in Contract installation
1,120.00	EACH	Installation of 1120 Annuals along Boulevard beds

For internal use only

SO# 8785218
JOB# 346100654
Service Line 140

Total Price \$4,860.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title	Senior District Manager
Lesley Gallagher	October 21, 2025	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	Account Manager - Exterior
Royce Peaden	October 21, 2025	
Printed Name	Date	

Job #:	346100654		
SO #:	8785218	Proposed Price:	\$4,860.00

Proposal for Extra Work at Rookery CDD

Property Name	Rookery CDD	Contact	Lesley Gallagher
Property Address	4202 S Oakridge Ave Green Cove Springs, FL 32043	To	Rookery CDD
		Billing Address	3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	Rookery - Dog Park parking islands - replace declining Plumbago		
Project Description	Rookery - Dog Park parking islands - replace declining Plumbago		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Material, Delivery, and Staging - Removal of Existing plant material and preparation of bed space for installation of new plant material	\$501.04	\$501.04
90.00	EACH	Installation of 90 3 gal Fashion Azalea	\$20.20	\$1,817.92
30.00	EACH	Installation of Brown Shredded mulch - bagged	\$9.25	\$277.61
1.00	EACH	Irrigation - Following installation of new plant material ensure plant material has proper coverage and update programming	\$319.07	\$319.07

For internal use only

SO# 8793162
JOB# 346100654
Service Line 130

Total Price \$2,915.64

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Senior District Manager	
Signature _____	Title _____
Lesley Gallagher	October 31, 2025
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager - Exterior	
Signature _____	Title _____
Royce Peaden	October 31, 2025
Printed Name _____	Date _____

Job #:	346100654		
SO #:	8793162	Proposed Price:	\$2,915.64