

DEERING PARK STEWARDSHIP DISTRICT

June 10, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**DEERING PARK
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Deering Park Stewardship District
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

June 3, 2025

Board of Supervisors
Deering Park Stewardship District

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

Dear Board Members:

The Board of Supervisors of the Deering Park Stewardship District will hold a Regular Meeting on June 10, 2025 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 219 992 426 698, Passcode: sUd9oD (see link below). The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-12, Approving a Proposed Budget for FY 2026; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date
4. Review: Grant Tracker
 - A. Edgewater Wetland Park
 - B. SR 442/I-95
 - C. Deering Trail
 - D. Turnbull Hammock Nutrient Reduction Project
5. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by Berger, Toombs, Elam, Gaines & Frank
6. Consideration of Resolution 2025-15, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024
7. Ratification Items
 - A. Resolution of Approval of the State Funded Grant Agreement (454363-1-34-01) for the Deering Park North Trail Design
 - I. State Funded Grant Agreement
 - B. First Amendment to Personnel Leasing Agreement
8. Acceptance of Unaudited Financial Statements as of April 30, 2025

9. Approval of Minutes

- A. November 5, 2024 Landowners' Meeting
- B. May 13, 2025 Public Hearing and Regular Meeting

10. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *England-Thims & Miller, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- UPCOMING MEETINGS

- July 8, 2025 at 2:00 PM
- August 12, 2025 at 2:00 PM
- September 9, 2025 at 2:00 PM

- QUORUM CHECK

SEAT 1	ROBBIE LEE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	WILLIAM FIFE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	GLENN STORCH	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JAMES BOYD	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JOEY POSEY	☐ IN PERSON	☐ PHONE	☐ NO

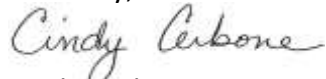
11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 867 327 4756

TEAMS MEETING ID: 219 992 426 698

PASSCODE: sUd9oD

https://teams.microsoft.com/j/meetup-join/19%3ameeting_ODkyYmQ0Y2MtMTM4Zi00NjcZLW10MzktMjBhYTMzMGVlNDMw%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d

**DEERING PARK
STEWARDSHIP DISTRICT**

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RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT APPROVING A PROPOSED BUDGET FOR FY 2026; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("FY 2026"), the District Manager prepared and submitted to the Board of Supervisors ("Board") of the Deering Park Stewardship District ("District") the proposed budget attached hereto as **Exhibit A** ("Proposed Budget"); and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminary.

2. SETTING A PUBLIC HEARING; DIRECTING PUBLICATION. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2025
TIME: _____
LOCATION: _____

3. TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET. The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District's website in accordance with Chapter 189, Florida Statutes.

4. SEVERABILITY; EFFECTIVE DATE. 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. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of June, 2025.

Attest:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**DEERING PARK
STEWARDSHIP DISTRICT
FISCAL YEAR 2026
PROPOSED BUDGET**

**DEERING PARK
STEWARDSHIP DISTRICT
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**DEERING PARK
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY2025	Actual through 2/28/25	Projected through 9/30/2025	Total Actual & Projected	Budget FY2026
REVENUES					
Landowner contributions	\$176,508	\$ 21,393	\$112,292	\$ 133,685	\$ 346,508
Total revenues	176,508	21,393	112,292	133,685	346,508
EXPENDITURES					
Professional & administration					
Supervisors	12,918	646	6,450	7,096	12,918
Management/accounting/recording ²	48,000	10,000	24,000	34,000	48,000
Legal	30,000	2,977	27,023	30,000	30,000
Engineering	3,500	1,015	2,485	3,500	3,500
Audit	3,075	-	3,075	3,075	3,075
Arbitrage rebate calculation ¹	750	-	350	350	750
Dissemination agent ¹	1,000	-	500	500	1,000
Trustee ¹	6,500	-	-	-	6,500
EMMA software service ¹	1,500	-	750	750	1,500
DSF accounting: master bonds ¹	7,500	-	7,500	7,500	7,500
Postage	500	43	457	500	500
Printing and binding	500	208	292	500	500
Legal advertising	6,500	2,705	3,795	6,500	6,500
Annual district filing fee	175	175	-	175	175
Insurance - GL, POL	6,200	5,814	386	6,200	6,200
Miscellaneous- bank charges	675	453	222	675	675
Website:					
Hosting & updates	705	705	-	705	705
ADA compliance	210	-	210	210	210
Total professional & admin	130,208	24,741	77,495	102,236	130,208
Field operations					
Field operations management	-	-	-	-	25,000
Stormwater management					
Conservation area maintenance	-	-	-	-	10,000
Wetland monitoring and reporting	-	-	-	-	10,000
Pond maintenance	14,000	-	5,000	5,000	12,000
Pond erosion repairs	-	-	-	-	2,500
Fountain maintenance	800	-	400	400	800
Landscape maintenance					
Landscape & irrigation maintenance	25,000	-	25,000	25,000	60,000
Nuisance and exotic control	-	-	-	-	10,000
Plant replacement	-	-	-	-	5,000
Irrigation repairs	-	-	-	-	3,000
Irrigation water	-	-	-	-	5,000
Unimproved area mowing	-	-	-	-	10,000
Arbor care	-	-	-	-	5,000
Entry monuments and features					
Monument electricity	-	-	-	-	2,000
Pressure washing/maintenance	-	-	-	-	1,000
Parks and trails					
Pressure washing	2,500	-	2,500	2,500	-
Parks and trails services	-	-	-	-	5,000
Utilities	-	-	-	-	7,000
Insurance	-	-	-	-	25,000
Repairs and maintenance	-	-	-	-	3,000
Miscellaneous					
Streetlighting	-	-	-	-	6,000
Electricity	4,000	-	4,000	4,000	4,000
Contingency	-	-	-	-	5,000
Total field operations	31,500	-	31,500	31,500	216,300
Total expenditures	161,708	24,741	108,995	133,736	346,508

**DEERING PARK
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY2025	Actual through 2/28/25	Projected through 9/30/2025	Total Actual & Projected	Budget FY2026
Net increase/(decrease) of fund balance	14,800	(3,348)	3,297	(51)	-
Fund balance - beginning (unaudited)	-	51	(3,297)	51	-
Fund balance - ending (projected):					
Assigned:					
3 months working capital	-	-	-	-	-
Disaster recovery	-	-	-	-	-
Unassigned	14,800	(3,297)	-	-	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ (3,297)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

¹These items will be realized when bonds are issued.

²The \$2k monthly fee represents the charge for a semi-dormant District. Once bonds are issued this fee will revert to \$4k per month.

**DEERING PARK
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administration

Supervisors	\$ 12,918
Supervisors pay is statutorily set at \$200 , per Supervisor, (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800, per Supervisor, for each fiscal year. It is anticipated the Board will meet 9 times a year.	
Management/recording/accounting ²	48,000
Wrathell, Hunt and Associates, LLC specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the District.	
Legal	30,000
Kutak Rock, LLP will provide legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	3,500
The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	3,075
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Arbitrage rebate calculation	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent ¹	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934.	
Trustee (related to master bonds)	6,500
Annual fees paid for services provided as trustee, paying agent and registrar.	
EMMA software service	1,500
Debt service fund accounting: master bonds ¹	7,500
Postage	500
Mailing agenda packages, overnight deliveries, correspondence, etc.	
Printing and binding	500
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance - GL, POL	6,200
Miscellaneous- bank charges	675

**DEERING PARK
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Hosting & updates	705
ADA compliance	210
Field operations	
Field operations management	25,000
Stormwater management	
Conservation area maintenance	10,000
Wetland monitoring and reporting	10,000
Pond maintenance	12,000
Pond erosion repairs	2,500
Fountain maintenance	800
Landscape maintenance	
Landscape & irrigation maintenance	60,000
Nuisance and exotic control	10,000
Plant replacement	5,000
Irrigation repairs	3,000
Irrigation water	5,000
Unimproved area mowing	10,000
Arbor care	5,000
Entry monuments and features	
Monument electricity	2,000
Pressure washing/maintenance	1,000
Parks and trails	
Parks and trails services	5,000
Utilities	7,000
Insurance	25,000
Repairs and maintenance	3,000
Miscellaneous	
Streetlighting	6,000
Electricity	4,000
Contingency	5,000
Total field operations	<u>216,300</u>
Total expenditures	<u>\$ 346,508</u>

¹These items will be realized when bonds are issued.

²The \$2k monthly fee represents the charge for a semi-dormant SD. Once bonds are issued this fee will revert back to \$4k per month.

**DEERING PARK
STEWARDSHIP DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Landowner Contribution (GF)

Deering Park North

Product/Parcel	Units	FY 2026 O&M Contribution per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Contribution and Assessment per Unit	FY 2025 Total Assessment per Unit
Townhome	73	\$ 295.12	\$ -	\$ 295.12	n/a
SF 35'	25	332.01	-	332.01	n/a
SF-40'	55	350.46	-	350.46	n/a
SF-45'	38	357.83	-	357.83	n/a
SF-50'	103	368.90	-	368.90	n/a
SF-60'	53	394.72	-	394.72	n/a
Total	347				

Landowner Contribution (GF)

Deering Park Center

Product/Parcel	Units	FY 2026 O&M Contribution per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Contribution and Assessment per Unit	FY 2025 Total Assessment per Unit
Townhome	258	\$ 295.12	\$ -	\$ 295.12	n/a
SF-50'	101	368.90	-	368.90	n/a
SF-55'	75	379.97	-	379.97	n/a
SF-60'	74	394.72	-	394.72	n/a
SF-40' Age Restricted	32	320.94	-	320.94	n/a
SF-50' Age Restricted	89	332.01	-	332.01	n/a
SF-60' Age Restricted	38	339.39	-	339.39	n/a
SF-70' Age Restricted	3	350.46	-	350.46	n/a
Total	670				

**DEERING PARK
STEWARDSHIP DISTRICT**

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Grant / Program	Grant Source	Date Submitted	Date Awarded	Targeted Completion Date	Status	Covered in DE Report?	Funding Source (prior to bond(s) being issued)	Amount Requested	Amount Awarded	Project/Program Estimated Cost	Spent to Date	Submitted for Reimbursement	Reimbursed to Date	Project Description	Notes
I-95 Interchange/SR 442 Expansion (a)	State of FL	11/6/2023			Denied*	Yes	Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$15,000,000		\$30,000,000					*Grant denied, will be submitting for new grant see next item
I-95 Interchange/SR 442 Expansion (a)								\$6,142,270		\$5,872,270	\$906,724			Expand SR 442 from 2 to 4 lanes under I-95, eliminate flooding, and support manufacturing/development in the area.	\$30,000,000 + project
I-95 Interchange / SR 442 - Stormwater Improvements	FL Dept of Commerce Job Growth Grant Fund	3/5/2025			Awaiting Award		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$4,742,270						Expand SR 442 from 2 to 4 lanes under I-95, eliminate flooding, and support manufacturing/development in the area.	
I-95 Interchange/ SR 442 - Road Widening of SR-442 Underpass	FL Legislative Appropriations	2/14/2025			Awaiting Award		Deering Park 1, LLC (JV w. Kolter and Swallowtail LLC)	\$1,400,000						Expand SR 442 from 2 to 4 lanes under I-95, eliminate flooding, and support manufacturing/development in the area.	
Edgewater Wetland Park Project	FDEP Indian River Lagoon Water Quality Improvement Grant Program	9/5/2023	12/15/2023	4/30/2027	Awarded	Yes	Swallowtail, LLC	\$7,143,500	\$7,143,500	\$7,143,500	\$302,956	\$250,966	\$250,966	Divert treated effluent from City of Edgewater's WWTF from the Mosquito Lagoon	Phillips & Jordan is General Contractor
Deering Park North Trail					Awaiting Award			\$6,476,366							
Deering Park Trail North Phase 1	FDOT-SUNTRAIL	12/20/2023			Awaiting Award										
Deering Park Trail North Phase 2 & 3	FDOT-SUNTRAIL	12/20/2023	1/13/2025		Awarded	Yes	TBD		\$1,014,352						
Wetland Park Capacity Expansion Project (Reuse Tank and Booster Pump)	Lagoon Water Quality Improvement	7/22/2022			Denied	TBD	TBD	\$9,700,000		\$9,700,000					
Turnbull Hammock Nutrient Reduction Project	Lagoon Water Quality Improvement Grant Program	7/31/2024	3/26/2025		Awarded	TBD	TBD	\$1,520,000	\$1,520,000	\$1,520,000					
TOTALS:								\$30,982,136	\$9,677,852						

Date Updated: 6/9/2025

DENIED
AWARDED
AWAITING AWARD

**DEERING PARK
STEWARDSHIP DISTRICT**

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Deering Park Stewardship District

ANNUAL FINANCIAL REPORT

September 30, 2024

Deering Park Stewardship District

ANNUAL FINANCIAL REPORT

September 30, 2024

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Deering Park Stewardship District
Brevard and Volusia Counties, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Deering Park Stewardship District (the "District"), as of and for the year ended September 30, 2024, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Deering Park Stewardship District as of September 30, 2024, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors
Deering Park Stewardship District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors
Deering Park Stewardship District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 6, 2025 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Deering Park Stewardship District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 6, 2025

Deering Park Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024

Management's discussion and analysis of Deering Park Stewardship District (the "District") financial performance provides an analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* include the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by developer contributions.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities funded by the District include general government and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

Deering Park Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* are designed to provide the reader with a broad overview of the District's finances, in a manner similar to a private sector business. In the government-wide **statement of net position**, the governmental activities column is presented on a consolidated basis and is reported on a full-accrual economic resource basis, which recognizes all noncurrent assets and receivables as well as all noncurrent debt and obligations. The effect of interfund activity has been eliminated from the *government-wide financial statements*. In contrast, the governmental fund financial statements are grouped into funds to account for and to maintain control over resources that have been segregated for specific activities or objectives. The *fund financial statements* are presented using the current financial resources measurement focus and the modified accrual basis where as revenues are recorded when collected in the current period or within 90 days of year-end and expenditures are recorded when a liability is incurred. The difference between the two statements arises primarily from the long-term economic focus of the *government-wide statements* versus the current financial resources focus of the *fund financial statements*. A reconciliation of the *government-wide* and the *fund financial statement* is provided to illustrate these differences.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2024.

- ◆ The District's total assets were exceeded by total liabilities by \$(30,640) (net position). Net investment in capital assets were \$852,875. Unrestricted net position was \$(883,515).
- ◆ Governmental activities revenues totaled \$119,268 while governmental activities expenses totaled \$140,376.

**Deering Park Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category.

Net Position

	Governmental Activities	
	2024	2023
Current assets	\$ 437,178	\$ 24,867
Capital assets	852,875	-
Total Assets	<u>1,290,053</u>	<u>24,867</u>
Current liabilities	<u>1,320,693</u>	<u>34,399</u>
Net Position		
Net investment in capital assets	852,875	-
Unrestricted	(883,515)	(9,532)
Total Net Position	<u>\$ (30,640)</u>	<u>\$ (9,532)</u>

The increase in current assets is related to the increase in cash and due from developer.

The increase in capital assets is related to the new capital project that began in the current year.

The increase in current liabilities is related to the increase in due to developer as a result of the new capital project.

**Deering Park Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2024	2023
Program Revenues		
Operating contributions	\$ 74,492	\$ 52,442
General Revenues		
Intergovernmental revenues	44,776	-
Total Revenues	<u>119,268</u>	<u>52,442</u>
Expenses		
General government	73,226	50,882
Interest and other charges	67,150	8,318
Total Expenses	<u>140,376</u>	<u>59,200</u>
Change in Net Position	(21,108)	(6,758)
Net Position - Beginning of Year	<u>(9,532)</u>	<u>(2,774)</u>
Net Position - End of Year	<u><u>\$ (30,640)</u></u>	<u><u>\$ (9,532)</u></u>

The increase in operating contributions and general government is related to the continued development of the District.

The increase in intergovernmental revenues is related to State of Florida grant funds received in the current year.

The increase in interest and other charges is related to the payment of certain costs in anticipation of issuing long-term debt.

**Deering Park Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets activity as of September 30, 2024 and 2023:

<u>Description</u>	<u>Governmental Activities</u>	
	<u>2024</u>	<u>2023</u>
Construction in progress	<u>\$ 852,875</u>	<u>\$ -</u>

During the year, additions to construction in progress were \$852,875.

General Fund Budgetary Highlights

The budget exceeded actual governmental expenditures primarily due to less supervisor fees and management fees than were anticipated.

There were no amendments to the September 30, 2024 budget.

Economic Factors and Next Year's Budget

Deering Park Stewardship District will continue development and construction within the District. The District also anticipates issuing debt in the next year. At this time, the District does not anticipate any economic factors to have a significant effect on operations in fiscal year 2025.

Request for Information

The financial report is designed to provide a general overview of Deering Park Stewardship District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Deering Park Stewardship District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Deering Park Stewardship District
STATEMENT OF NET POSITION
September 30, 2024

	Governmental Activities
ASSETS	
Current Assets	
Cash and cash equivalents	\$ 177,615
Due from other governments	44,776
Due from developer	214,787
Total Current Assets	<u>437,178</u>
Non-current Assets	
Capital assets, not being depreciated	
Construction in progress	<u>852,875</u>
Total Assets	<u>1,290,053</u>
 LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	386,350
Due to developer	934,343
Total Liabilities	<u>1,320,693</u>
 NET POSITION	
Net investment in capital assets	852,875
Unrestricted	(883,515)
Total Net Position	<u>\$ (30,640)</u>

See accompanying notes to financial statements.

Deering Park Stewardship District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>	<u>Net (Expense) Revenues and Changes in Net Position</u>
		<u>Operating Grants and Contributions</u>	<u>Governmental Activities</u>
Governmental Activities:			
General government	\$ (73,226)	\$ 74,492	\$ 1,266
Interest and other charges	(67,150)	-	(67,150)
Total Governmental Activities	<u>\$ (140,376)</u>	<u>\$ 74,492</u>	<u>(65,884)</u>
General Revenues			
Intergovernmental revenues			<u>44,776</u>
Change in Net Position			(21,108)
Net Position - October 1, 2023			<u>(9,532)</u>
Net Position - September 30, 2024			<u><u>\$ (30,640)</u></u>

See accompanying notes to financial statements.

Deering Park Stewardship District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2024

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 177,615	\$ -	\$ -	\$ 177,615
Due from other funds	-	-	173,089	173,089
Due from other governments	-	-	44,776	44,776
Due from developer	12,997	14,936	186,854	214,787
	<u>12,997</u>	<u>14,936</u>	<u>186,854</u>	<u>214,787</u>
Total Assets	<u>\$ 190,612</u>	<u>\$ 14,936</u>	<u>\$ 404,719</u>	<u>\$ 610,267</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable and accrued expenses	\$ 11,471	\$ 14,936	\$ 359,943	\$ 386,350
Due to other funds	173,089	-	-	173,089
Due to developer	6,000	75,468	852,875	934,343
Total Liabilities	<u>190,560</u>	<u>90,404</u>	<u>1,212,818</u>	<u>1,493,782</u>
Fund balances				
Unassigned	<u>52</u>	<u>(75,468)</u>	<u>(808,099)</u>	<u>(883,515)</u>
Total Liabilities and Fund Balances	<u>\$ 190,612</u>	<u>\$ 14,936</u>	<u>\$ 404,719</u>	<u>\$ 610,267</u>

See accompanying notes to financial statements.

Deering Park Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2024

Total Governmental Fund Balances	\$ (883,515)
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Amounts reported for governmental activities in the Statement of Net Position
are different because:

Capital assets, not being depreciated, which include construction in progress,
used in governmental activities are not current financial resources and
therefore, are not reported at the fund level.

852,875

Net Position of Governmental Activities

\$ (30,640)

See accompanying notes to financial statements.

Deering Park Stewardship District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2024

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Developer contributions	\$ 79,278	\$ -	\$ -	\$ 79,278
Intergovernmental revenues	-	-	44,776	44,776
Total Revenues	<u>79,278</u>	<u>-</u>	<u>44,776</u>	<u>124,054</u>
Expenditures				
Current				
General government	73,226	-	-	73,226
Capital outlay	-	-	852,875	852,875
Debt service				
Other	-	67,150	-	67,150
Total Expenditures	<u>73,226</u>	<u>67,150</u>	<u>852,875</u>	<u>993,251</u>
Net change in fund balances	6,052	(67,150)	(808,099)	(869,197)
Fund Balances - October 1, 2023	<u>(6,000)</u>	<u>(8,318)</u>	<u>-</u>	<u>(14,318)</u>
Fund Balances - September 30, 2024	<u>\$ 52</u>	<u>\$ (75,468)</u>	<u>\$ (808,099)</u>	<u>\$ (883,515)</u>

See accompanying notes to financial statements.

Deering Park Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2024

Net Change in Fund Balances - Total Governmental Funds	\$ (869,197)
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of capital outlay in the current period.	852,875
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At the fund level, revenues are recognized when they become available, however, revenues are recognized when they are earned at the government-wide level. This is the change in unavailable revenues in the current period.	<u>(4,786)</u>
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Change in Net Position of Governmental Activities	<u><u>\$ (21,108)</u></u>
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See accompanying notes to financial statements.

Deering Park Stewardship District
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
GENERAL FUND
For the Year Ended September 30, 2024

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Developer contributions	<u>\$ 126,421</u>	<u>\$ 126,421</u>	<u>\$ 79,278</u>	<u>\$ (47,143)</u>
Expenditures				
Current				
General government	<u>126,421</u>	<u>126,421</u>	<u>73,226</u>	<u>53,195</u>
Net change in fund balances	-	-	6,052	6,052
Fund Balances - October 1, 2023	<u>-</u>	<u>-</u>	<u>(6,000)</u>	<u>(6,000)</u>
Fund Balances - September 30, 2024	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 52</u></u>	<u><u>\$ 52</u></u>

See accompanying notes to financial statements.

Deering Park Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Deering Park Stewardship District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on September 4, 2020 by Brevard and Volusia Counties, Florida pursuant to Florida House Bill #1303 and Chapter 2005-338, Laws of Florida, as amended (the "Act"), as a Stewardship District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or without the boundaries of the Deering Park Stewardship District. The District is governed by a five-member Board of Supervisors who are elected for two and four year terms.

In October 2021, two Districts, Deering Park Center Community Development District and Farnton-Brevard Community Development District located within the boundaries of Deering Park Stewardship District, merged with Deering Park Stewardship District, the surviving entity.

As required by GAAP, these financial statements present the Deering Park Stewardship District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole.

Deering Park Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements (Continued)

Governmental activities normally are supported by operating contributions. Program revenues include operating contributions, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Governmental Funds

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Deering Park Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Deering Park Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund – The Debt Service Fund accounts for the certain preliminary costs associated with the issuance of new debt.

Capital Projects Fund – The Capital Projects Fund accounts for construction of infrastructure improvements within the boundaries of the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as construction in progress, and non-current governmental liabilities, such as special assessment bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits, certificates of deposit and all highly liquid debt instruments with original maturities of three months or less.

Deering Park Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)

b. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its general fund. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general fund. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

c. Capital Assets

Capital assets, which include construction in progress, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

d. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one item that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

Deering Park Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE B – CASH

All deposits are held in qualified public depositories and are included on the accompanying balance sheet and statement of net position as cash.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned. The District does not have a formal deposit policy for custodial credit risk. The District does, however, follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2024, the District's bank balance was \$63,051 and the carrying value was \$177,615. The District controls its exposure to custodial credit risk because it maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

The District had no investments at September 30, 2024.

NOTE C – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	Balance October 1, 2023	Additions	Deletions	Balance September 30, 2024
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Construction in progress	\$ -	\$ 852,875	\$ -	\$ 852,875

NOTE D – ECONOMIC DEPENDENCY

A significant portion of the District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations. During the fiscal year, two voting members of the Board of Supervisors were employed by a developer or a related entity. The District recognized \$79,278 in developer contributions for the year ended September 30, 2024. Additionally, the District has a net balance due to the developer of \$719,556 as of September 30, 2024.

Deering Park Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE E – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage.

NOTE F – INTERFUND BALANCES

Interfund balances at September 30, 2024, consisted of the following:

Receivable Fund	Payable Fund
	General Fund
Capital Projects Fund	\$ 173,089

Interfund balances relate to funds received in the General Fund on behalf of the Capital Projects Fund that were not yet remitted.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Deering Park Stewardship District
Brevard and Volusia Counties, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Deering Park Stewardship District, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated June 6, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Deering Park Stewardship District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Deering Park Stewardship District's internal control. Accordingly, we do not express an opinion on the effectiveness of Deering Park Stewardship District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



To the Board of Supervisors
Deering Park Stewardship District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Deering Park Stewardship District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 6, 2025



Berger, Toombs, Elam, Gaines & Frank

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MANAGEMENT LETTER

To the Board of Supervisors
Deering Park Stewardship District
Brevard and Volusia Counties, Florida

Report on the Financial Statements

We have audited the financial statements of the Deering Park Stewardship District as of and for the year ended September 30, 2024, and have issued our report thereon dated June 6, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated June 6, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.



To the Board of Supervisors
Deering Park Stewardship District

Financial Condition

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Deering Park Stewardship District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Deering Park Stewardship District has not met one of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2024 for the Deering Park Stewardship District. It is management's responsibility to monitor the Deering Park Stewardship District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, Deering Park Stewardship District reported:

- 1) The total number of District elected officials receiving statutory compensation, reported as employees for the purposes of the audit: 5
- 2) The total number of independent contractors, defined as individuals or entities that receive 1099s, to whom nonemployee compensation was paid in the last month of the District's fiscal year: 3
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$3,229.50
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$105,937.02
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2023, together with the total expenditures for such project: N/A
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.



To the Board of Supervisors
Deering Park Stewardship District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, the Deering Park Stewardship District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: N/A – District currently fully funded by contributions.
- 2) The amount of special assessments collected by or on behalf of the District was \$0.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds as: There were no outstanding bonds as of September 30, 2024.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred, or are likely to have occurred, that has an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 6, 2025

**DEERING PARK
STEWARDSHIP DISTRICT**

6

RESOLUTION 2025-15

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEERING
PARK STEWARDSHIP DISTRICT HEREBY ACCEPTING THE AUDITED
ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

WHEREAS, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Report for Fiscal Year 2024;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE DEERING PARK STEWARDSHIP DISTRICT;**

1. The Audited Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 10th day of June, 2025.

ATTEST:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**DEERING PARK
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS A**

**RESOLUTION OF APPROVAL OF THE STATE
FUNDED GRANT AGREEMENT (454363-1-34-01) FOR
THE DEERING PARK NORTH TRAIL DESIGN**

WHEREAS, the State of Florida Department of Transportation and Deering Park Stewardship District desire to facilitate Deering Park North Trail from SR 442 at I-95, Edgewater, FL to SR 44 west of I-95 and,

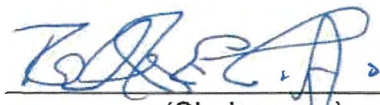
WHEREAS, the State of Florida Department of Transportation has requested Deering Park Stewardship District to execute and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement for the aforementioned project, Financial Project Number (FPN) 454363-1-34-01.

NOW, THEREFORE, BE IT RESOLVED by the Board Deering Park Stewardship District that Chairman Glenn Storch is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement, and any Supplemental Agreements to the State Funded Grant Agreement, for the aforementioned project, Financial Project Number (FPN) 454363-1-34-01.

DONE AND RESOLVED this 30 day of May, 2025.

BOARD OF SUPERVISORS OF DEERING PARK STEWARDSHIP DISTRICT

ATTEST:



(Chairperson)



(Secretary/Ass't Secretary)

5/30/25

(Date)

5,30,2025

(Date)

[Affix Seal]

**DEERING PARK
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS AI**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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FPN: <u>454363-1-34-01</u>	Fund: <u>GRTR</u> Org Code: <u>55053010541</u>	FLAIR Category: <u>088849</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>79</u>	Contract No: _____	Vendor No: <u>F861857256001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Deering Park Stewardship District, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - ☒ Section 339.81 Florida Statutes , Florida Shared-use Nonmotorized (SUN) Trail Network Program , CSFA 55.038

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Deering Park North Trail from SR 442 at I-95, Edgewater, FL to SR 44 west of I-95, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before September 30, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$1,014,352 (One Million Fourteen Thousand and Three Hundred Fifty Two and No/100 Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,014,352 (One Million Fourteen Thousand and Three Hundred Fifty Two and No/100 Dollars) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

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contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

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- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

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the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids 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.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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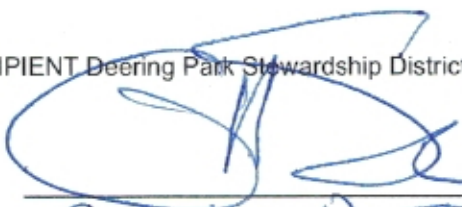
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Deering Park Stewardship District

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: 

Name:

GLENN D. STORCH

Title:

CHAIRMAN - DPSD

By: _____

Name:

James S. Stroz, Jr., P.E.

Title:

Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 454363-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Deering Park Stewardship District (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Deering Park North Trail project is with the Deering Park Stewardship District (District). This SUNTrail project limits are from SR 442 at I-95, Edgewater, FL to SR 44 west of I-95, New Smyrna Beach, FL. Total length and mileage of project is about 7 miles.

This design project will be creating a new segment of the SUNTrail network that will serve residents of the City of Edgewater, City of New Smyrna Beach, Volusia County and visitors to the area, as part of a connected bicycle trail network. This segment will be designed to be 7 miles and designed in three phases. Phase 1 is 0.32 miles, Phase 2 is 4.3 miles and Phase 3 is 2.65 miles.

Phase 1 of the trail will begin as an extension to the existing trail that ends on the south side of SR 442, east of I-95 in the City of Edgewater. It will connect to the East Central Florida Rail Trail and extend west under the I-95 overpass.

Phases 2 & 3 of the trail will be designed to extend west of the I-95 overpass, then turning north along the future Edgewater Wetland Park (just awarded DEP IRL Water Quality Improvement Grant) and then north to SR 44 in New Smyrna Beach while passing north through conservation easement areas within the Florida Wildlife Corridor.

All pedestrian facilities and amenities shall adhere to current Americans with Disabilities Act (ADA) standards. The design services shall include survey, subsurface utility exploration, and geotechnical work. Permitting, utility coordination, and transit coordination are anticipated. 25 acres of ROW will be provided by the landowner Farnton North LLC as an in-kind contribution to the project. The District (Recipient) shall design the project within the limits of the right of way or easements.

All three phases will be designed concurrently, however design of Phase 1 is paid for by developer and not part of this Agreement.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate

permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter.

Required documents should be submitted via email to D5-SuntrailProgram@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) NTP is anticipated by June 15, 2025.
- b) 30% Plans Submittal to be completed by September 05, 2025
- c) 60% Plans Submittal to be completed by October 03, 2025
- c) 90% Plans Submittal to be completed by January 14, 2026
- d) 100% Plans Submittal to be completed by May 01, 2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Deering Park Stewardship District 2300 Glades Road #410W Boca Raton, FL 33431		FINANCIAL PROJECT NUMBER: 454363-1-34-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY: 2025	Maximum Department Participation (SUNTRAIL)	\$1,014,352.00	\$N/A	\$1,014,352.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$1,014,352.00 %	\$ 0.00 %	\$1,014,352.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$1,014,352.00	\$ 0.00	\$1,014,352.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Paul Schoelzel

District Grant Manager Name

Signature

Date

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Florida Shared-Use Nonmotorized (SUN) Trail Network Program, CSFA 55.038

***Award Amount:** \$1,014,352.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

**DEERING PARK
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS B**

FRIST AMENDMENT TO PERSONNEL LEASING AGREEMENT

THIS FIRST AMENDMENT TO PERSONNEL LEASING AGREEMENT (hereinafter referred to as this "**First Amendment**") is made and entered into this 28th day of April, 2025 ("**Effective Date**"), by and between **Swallowtail LLC**, Delaware limited liability company ("**Lessor**") and **Deering Park Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2020-197, Laws of Florida (hereinafter referred to as "**Lessee**" or "**District**"), and joined, acknowledged and agreed to by **Family Lands Remembered, LLC**, a Florida limited liability company ("**Grant Manager**").

RECITALS

WHEREAS, the parties previously entered into that certain Personnel Leasing Agreement dated July 1, 2024, for personnel leasing for the purposes of assisting the District with preparing, reviewing, approving and executing grant reporting in connection with the Wetland Park Project (the "**Agreement**"); and

WHEREAS, pursuant to the provisions of the Agreement, the parties desire to amend the Agreement to expand the scope of the Agreement to include grant management services for any and all grant projects; and

WHEREAS, the parties warrant and agree that they have all right, power and authority to enter into and be bound by this First Amendment

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this First Amendment.
2. Section 3 of the Agreement is hereby amended to expand Grant Manager's duties to include preparing, reviewing, approving and executing grant reporting in connection with any and all grant projects for the benefit of the District. The Scope of Services shall be expanded to reflect such additional projects.
3. Except as specifically amended above, the Agreement shall remain in full force and effect, unaltered by this First Amendment.

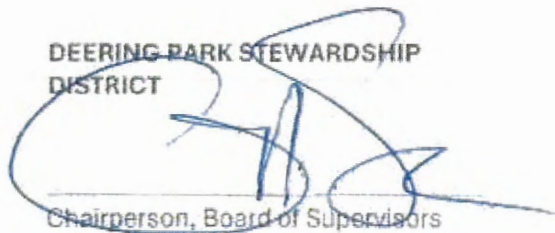
IN WITNESS WHEREOF, the parties execute this First Amendment the day and year first written above.

ATTEST:


Secretary/Assistant Secretary
Andrew Kantarzi
Print Name

DEERING PARK STEWARDSHIP
DISTRICT

By:


Chairperson, Board of Supervisors

Glenn D. Storck
Print Name

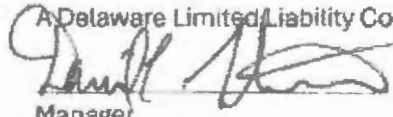
ATTEST:


Witness
Borelled Brucke
Print Name

SWALLOWTAIL LLC

A Delaware Limited Liability Company

By:

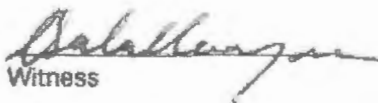

Manager

David C. Fueshtman
Print Name

Pursuant to, and in accordance with the Agreement, Grant Manager hereby acknowledges that the Grant Manager has received and reviewed a complete copy of such First Amendment and agrees that upon execution of this Joinder, Grant Manager shall become a party to the First Amendment and shall be fully bound by, and subject to, all of the covenants, terms and conditions of this First Amendment as a party thereto.

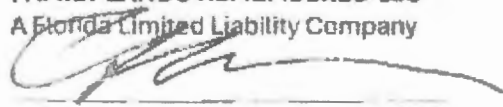
JOINED AND ACKNOWLEDGED BY:

ATTEST:


Witness
Isabella Moreno
Print Name

FAMILY LANDS REMEMBERED LLC
A Florida Limited Liability Company

By:


Manager

ERNEST ACOP
Print Name

**DEERING PARK
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**DEERING PARK
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**DEERING PARK
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 9,841	\$ -	\$ -	\$ 9,841
Due from Swallowtail	-	2,641	290	2,931
Due from Kolter	-	-	87,165	87,165
Due from general fund	-	-	4,090	4,090
Due from other governments	-	-	202,100	202,100
Total assets	<u>\$ 9,841</u>	<u>\$ 2,641</u>	<u>\$ 293,645</u>	<u>\$ 306,127</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 2,042	\$ 2,641	\$ 87,455	\$ 92,138
Due to Swallowtail	-	80,392	206,480	286,872
Due to Kolter	-	-	906,725	906,725
Due to capital projects fund	4,090	-	-	4,090
Accrued wages payable	1,400	-	-	1,400
Tax payable	107	-	-	107
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>13,639</u>	<u>83,033</u>	<u>1,200,660</u>	<u>1,297,332</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	-	-	202,100	202,100
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>202,100</u>	<u>202,100</u>
Fund balances:				
Restricted for:				
Debt service	-	(80,392)	-	(80,392)
Capital projects	-	-	(1,109,115)	(1,109,115)
Unassigned	(3,798)	-	-	(3,798)
Total fund balances	<u>(3,798)</u>	<u>(80,392)</u>	<u>(1,109,115)</u>	<u>(1,193,305)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 9,841</u>	<u>\$ 2,641</u>	<u>\$ 293,645</u>	<u>\$ 306,127</u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 30,144	\$ 176,508	17%
Total revenues	-	30,144	176,508	17%
EXPENDITURES				
Professional & administrative				
Supervisors	-	2,153	12,918	17%
Management/accounting/recording ¹	2,000	14,000	48,000	29%
Legal	-	3,807	30,000	13%
Engineering	-	1,015	3,500	29%
Audit ²	-	-	3,075	0%
Arbitrage rebate calculation ²	-	-	750	0%
Dissemination agent ³	-	-	1,000	0%
Trustee ²	-	-	6,500	0%
EMMA software service	-	-	1,500	0%
Debt service fund accounting: master bonds ³	-	-	7,500	0%
Postage	-	43	500	9%
Printing and binding	42	292	500	58%
Legal advertising	-	5,260	6,500	81%
Annual district filing fee	-	175	175	100%
Insurance - GL, POL	-	5,814	6,200	94%
Miscellaneous- bank charges	167	729	675	108%
Website:				
Hosting & updates	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	2,209	33,993	130,208	26%
Field operations				
Landscape & irrigation maintenance	-	-	25,000	0%
Pond maintenance	-	-	14,000	0%
Fountain maintenance	-	-	800	0%
Pressure washing	-	-	2,500	0%
Electricity	-	-	4,000	0%
Total field operations	-	-	46,300	0%
Total expenditures	2,209	33,993	176,508	19%
Excess/(deficiency) of revenues over/(under) expenditures	(2,209)	(3,849)	-	
Fund balances - beginning	(1,589)	51	-	
Fund balances - ending	\$ (3,798)	\$ (3,798)	\$ -	

¹The \$2k monthly fee represents the charge for a semi-dormant CDD. Once bonds are issued this fee will revert back to \$4k per month.

²These items will be realized the year after the issuance of bonds.

³These items will be realized when bonds are issued.

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service		
Cost of issuance	<u>2,640</u>	<u>4,924</u>
Total expenditures	<u>2,640</u>	<u>4,924</u>
Excess/(deficiency) of revenues over/(under) expenditures	(2,640)	(4,924)
Fund balances - beginning	<u>(77,752)</u>	<u>(75,468)</u>
Fund balances - ending	<u><u>\$ (80,392)</u></u>	<u><u>\$ (80,392)</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
REVENUES		
Wetland Park grant	\$ -	\$ 4,090
Total revenues	<u>-</u>	<u>4,090</u>
EXPENDITURES		
Capital outlay - I-95 Interchange	87,166	98,626
Capital outlay - Wetland Park	290	206,480
Total expenditures	<u>87,456</u>	<u>305,106</u>
Excess/(deficiency) of revenues over/(under) expenditures	(87,456)	(301,016)
Fund balances - beginning	<u>(1,021,659)</u>	<u>(808,099)</u>
Fund balances - ending	<u><u>\$ (1,109,115)</u></u>	<u><u>\$ (1,109,115)</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT**

MINUTES

A

**MINUTES OF MEETING
DEERING PARK STEWARDSHIP DISTRICT**

Present were:

District Manager/Proxy Holder

Call to Order/Roll Call

Proof of Publication

Election of a Chair to Conduct Landowners' Meeting

Election of Supervisors [SEATS 1 2, 3]

A. Nominations

Seat 3 Glenn Storch

No other nominations were made.

B. Casting of Ballots

I. Determine Number of Voting Units Represented

A total of 55,689 voting units were represented.

II. Determine Number of Voting Units Assigned by Proxy

All 55,689 voting units were assigned by proxy to Mr. Kantarzhi.

Mr. Kantarzhi cast the following votes:

Seat 1	Robbie Lee	100 votes
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Seat 2	William Fife	80 votes
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Seat 3	Glenn Storch	100 votes
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C. Ballot Tabulation and Results

Mr. Kantarzhi presented the ballot tabulation and results as follows:

Seat 1	Robbie Lee	100 votes	4-Year Term
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Seat 2	William Fife	80 votes	4-Year Term
--------	--------------	----------	-------------

Seat 3	Glenn Storch	100 votes	4-Year Term
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As this is a Stewardship District, each of the three newly elected Supervisors will serve a four-year term.

FIFTH ORDER OF BUSINESS

Landowners' Questions/Comments

There were no Landowners' questions or comments.

SIXTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, the meeting adjourned at 1:03 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

65
66
67
68
69
70
71
72

Secretary/Assistant Secretary

Chair/Vice Chair

**DEERING PARK
STEWARDSHIP DISTRICT**

MINUTES

B

DRAFT

**MINUTES OF MEETING
DEERING PARK STEWARDSHIP DISTRICT**

The Board of Supervisors of the Deering Park Stewardship District held a Public Hearing and Regular Meeting on May 13, 2025 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 257 924 010 15, Passcode: EBSJeh.

Present:

Glenn Storch	Chair
Robbie Lee	Vice Chair
Joey Posey	Assistant Secretary
James Boyd	Assistant Secretary
William Fife	Assistant Secretary

Also present:

Cindy Cerbone (via telephone)	District Manager
Chris Conti (via telephone)	Wrathell, Hunt and Associates LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates LLC (WHA)
Jonathan Johnson (via telephone)	District Counsel
Chris Warshaw	District Engineer
Goran Duvnjak	England-Thims & Miller, Inc. (ETM)
David Fuechman	Miami Corporation Management, LLC
Helen Hutchens (via telephone)	Miami Corporation Management, LLC
Patrick Iler (via telephone)	Family Lands Remembered (FLR)
Travis Brant	FirstService Residential (FSR)

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:04 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

▪ **Consideration of SUNTrails Grant Agreement for the Deering Trail Project**

This item, previously the Eighth Order of Business, was presented out of order.

Mr. Iler presented the Grant Agreement to fund the design for Phases 2 and 3 of the Rail Trail Extension, in the amount of \$1,014,352. Prior to the meeting, Mr. Iler asked Mr. Johnson if the Agreement can be approved in substantial form and authorizing the Chair and District Staff

to incorporate comments received at today's meeting, to which Mr. Johnson replied affirmatively.

Mr. Isler pointed out the proposed changes to the Agreement that address Mr. Boyd's comments. He noted the reason none of the boxes on Page 7, Section 11A, were checked is because the project involves only design, not construction. It was noted that the construction funds will be separated for all phases of the project.

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, the SUNTrails Grant Agreement for the Deering Park Trail Project, in substantial form and subject to the Chair and District Staff incorporating changes and comments discussed at today's meeting, was approved.

▪ **Project/Grant Updates**

This item was an addition to the agenda.

This item and the sub items below will be added as ongoing agenda items going forward.

Mr. Iler distributed and presented the Grant Tracker spreadsheet of active and pending grants. He reported the following:

A. Edgewater Wetland Park

The Edgewater Wetland Park grant is proceeding nicely and funds are being drawn down month over month.

The Project Initiation forms for the Turnbull Hammock Water Quality Pilot Project will be submitted today or tomorrow; this will turn into the Grant Agreement. The project is proceeding well.

B. SR 442/I-95

One of the pending Interchange Grants is under review with the legislature. The other is pending with the Florida Department of Commerce, due to the budget situation with the Legislature and the Governor. The interchange portion of the project is still in the budget. Mr. Iler will follow up with the Commerce Department on the status of the active grants.

C. Deering Trail

D. Turnbull Hammock Nutrient Reduction Project

An update was provided during Item A.

Mr. Kantarzhi thanked Mr. Iler and Mr. Conti for working on the Grant Tracker Spreadsheet, which will be an ongoing agenda item.

Mr. Iler stated he will find out why half of the Wetland Park Extension Project was denied. He confirmed that the District can resubmit the forms.

THIRD ORDER OF BUSINESS

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date

A. Affidavit/Proof of Publication

B. Consideration of Resolution 2025-11, Expressing its Intent of the District to Use the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Deering Park Stewardship District in Accordance With Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Storch and seconded by Mr. Posey, with all in favor, the Public Hearing was closed.

Mr. Kantarzhi presented Resolution 2025-11.

On MOTION by Mr. Boyd and seconded by Mr. Fife, with all in favor, Resolution 2025-11, Expressing its Intent of the District to Use the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Deering Park Stewardship District in Accordance With Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-12, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Kantarzhi stated that Resolution 2025-12 and the proposed Fiscal Year 2026 budget will not be adopted today. The proposed Fiscal Year 2026 budget is about 85% final. A request was made to change the dates in the Exhibit to mirror the 2025/2026 dates in the Resolution.

Mr. Fife stated he worked with Sean, First Service and Mr. Kantarzhi on proposed Field Operations budget items and ensuring that the District is meeting all its contractual obligations. The budget consist of three months of Developer expenses, as certain improvements will be conveyed to the District after that.

Mr. Kantarzhi presented the proposed Fiscal Year 2026 budget. The Special Revenue Fund Contribution and the Amenity Center Assessment in the Assessment Comparison Table on Page 11 were built into the budget for viewing purposes and will be hidden in the final version, until the District accepts those improvements.

This item was deferred.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-13, Designating Dates, Times and Location for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, Resolution 2025-13, Designating Dates, Times and Location for Regular

Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-14, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

Mr. Kantarzhi presented Resolution 2025-14. The Agreement is standard throughout Florida and executed by other Districts.

On MOTION by Mr. Fife and seconded by Mr. Posey, with all in favor, Resolution 2025-14, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of England-Thims & Miller, Inc., Work Authorization #5 [SUNTrail Design]

Mr. Warshaw introduced Mr. Goran Duvnjak, of ETM's Transportation Team. Mr. Duvnjak is working on the 442 Interchange Project. SUNTrail is a Department of Transportation (DOT) roadway.

Mr. Warshaw presented Work Authorization #5, which addresses all of Mr. Boyd's comments. It can be approved in full or in substantial form. This is a companion document to the previous Grant Agreement, to engage ETM to complete the design.

Mr. Duvnjak gave an overview of the SUNTrail Phases 1, 2 and 3 project. In response to a question of whether the SUNTrail is just a bike trail, Mr. Warshaw stated it is a multi-use walking/non-motorized biking trail. He will confirm if there are any restrictions for horses.

Mr. Duvnjak responded to Mr. Boyd's questions regarding the Flood Plain, Utilities Coordination, Survey, Project Schedule, Utility hours, Signing and Pavement Marking Plans. Exhibit A is the FDOT's Standard Scope of Services document and only requires negotiating the Staff hours and submitting proposed changes to the FDOT. He will incorporate the changes into the document.

On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, England-Thims & Miller, Inc., Work Authorization #5 for the SUNTrail Design, in

substantial form and subject to incorporating the changes and comments discussed at this meeting and circulating a final version to the Board for review, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of SUNTrails Grant Agreement for the Deering Trail Project**

This item was presented following the Second Order of Business.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of March 31, 2025**

In response to the question as to when to expect funding to clear up the \$1 million deficit, Mr. Kantarzhi stated he will check with Mr. Iler and email the information and the Grant Tracking Spreadsheet to the Board.

On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, the Unaudited Financial Statements as of March 31, 2025, were accepted.

TENTH ORDER OF BUSINESS**Approval of March 26, 2025 Public Hearing and Regular Meeting Minutes**

On MOTION by Mr. Lee and seconded by Mr. Posey, with all in favor, the March 26, 2025 Public Hearing and Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Johnson stated that none of the legislative bills they were monitoring related to advertising, administrative tasks and increasing sovereign immunity limits, passed legislation.

Mr. Storch asked if the Governor executed the recently passed Senate Bill 180 on Strick New Ordinances in Coastal Communities. Mr. Johnson stated he will follow up on that and email him.

A Board Member asked Staff to provide information on filing Form 1 and the filing deadline to the Board.

B. District Engineer: England-Thims & Miller, Inc.

230 There was nothing further to report.

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

232 • **Registered Voters in District as of April 15, 2025**

233 ○ **Brevard: 0**

234 ○ **Volusia: 2**

235 Ms. Cerbone stated she will forward the Supervisor of Elections email to Ms. Hutchens
236 to confirm accuracy. It was noted the two registered voters vacated the rental property as of
237 May, 2025.

238 Ms. Cerbone stated that the Florida Commission on Ethics' website shows that Form 1
239 for 2024 must be filed by July 1, 2025.

240 • **Property Insurance on Vertical Assets**

241 Ms. Cerbone stated that this is not relevant to this District yet; however, District
242 Management is focusing on making sure all its Districts with any vertical assets are properly
243 insured. This is an ongoing agenda item.

244 • **NEXT MEETING DATE: June 10, 2025 at 2:00 PM**

245 ○ **QUORUM CHECK**

246 The next meeting will be on June 10, 2025.

247

248 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

249

250 There were no Board Members' comments or requests.

251

252 **THIRTEENTH ORDER OF BUSINESS**

Public Comments

253

254 No members of the public spoke.

255

256 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

257

258 **On MOTION by Mr. Fife and seconded by Mr. Posey, with all in favor, the**
259 **meeting adjourned at 2:50 p.m.**

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261
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263
264

Secretary/Assistant Secretary

Chair/Vice Chair

**DEERING PARK
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

DEERING PARK STEWARDSHIP DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2024 CANCELED INCLEMENT WEATHER	Regular Meeting	2:00 PM
November 5, 2024	Landowners' Meeting	1:00 PM
November 12, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_Njk2ODQ1NzEtNWJjNS00MDA1LTgzNTMtYjYmYWVmNGVjMzNk%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 230 126 082 825 - Passcode: 9yS3ea		
December 10, 2024 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmFmNjVjNjYtMDRINS00ZDY4LWI1OGItNjA0Y2NiYTMzOTcy%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 218 083 157 215 - Passcode: k3RuYz		
January 14, 2025 CANCELED	Public Hearing and Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzI0ZjMxNGEtMzdiMS00OGI5LTk1YTQzMzY5YmMyNDMwYzNI%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 213 112 422 397 - Passcode: CTxTML		
February 11, 2025 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_Yjg0YjNmMGEtZTY0Ni00YzI3LTllOWEtOTliYmM2MTU3NTRi%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 286 021 718 941 - Passcode: nixPvi		
March 11, 2025 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTE4Y2YzYzgtMWRIYy00Y2M2LTg2NmUtMGRhOTIjYjlkZjc2%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 260 646 485 123 - Passcode: RQfgaK		

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
March 26, 2025	Public Hearing and Regular Meeting <i>Assessment Hearing</i>	2:30 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzUxZDUzMzgtNTY5Mi00MmI5LWFIMDctMjAzNzc1Mzg3MTZj%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 211 642 283 095- Passcode: TZ7Ui9xL		
April 8, 2025 CANCELED	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWVkJmMmQzMGUtNDQxYS00ZGM1LTgxNTMtYjI1ZDAyYmJlYTVj%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 225 609 857 09 - Passcode: o4zFEg		
May 13, 2025	Public Hearing and Regular Meeting <i>Uniform Method Hearing and Presentation of FY2026 Proposed Budget</i>	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDM0OWM1Y2YtODQ2Ny00ZDFjLWFiMmEtZDM0OWM0ZGM0ZmEz%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 257 924 010 15 - Passcode: EBSJeh		
June 10, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODkyYmQ0Y2MtMTM4Zi00Njc1LWFiMmEtZDM0OWM0ZGM0ZmEz%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 219 992 426 698 - Passcode: sUd9oD		
July 8, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDQzZWRhNGQtOTliNC00YTg5LWFiOWYtNGIxNmQwNmM0YTU1%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 263 483 843 273 - Passcode: cJMFe9		
August 12, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmI5ZWNIjktNTY5Ny00ZDFjLWFiOWYtNGIxNmQwNmM0YTU1%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 221 087 084 094 - Passcode: dr2YoW		
September 9, 2025	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGQ0OGY1MjctNzMyMi00NzY1LWFiOWYtYjYzRjMzMzMWYz%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d		

[4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d](#)

[Meeting ID: 292 844 157 820 - Passcode: xLmz6e](#)

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