



Rizzetta & Company

Feed Mill Community Development District

**Board of Supervisors' Meeting
October 28, 2026**

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

www.feedmillcdd.org

FEED MILL COMMUNITY DEVELOPMENT DISTRICT

1845 Town Center Blvd, Suite 105, Fleming Island, FL 32003

Board of Supervisors	Daniel McCormick Daniel Arnette Gerald Agresti Clay Crevasse Liam O'Reilly	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager District Manager	Lesley Gallagher Melissa Dobbins	Rizzetta & Company, Inc. Rizzetta & Company, Inc.
District Counsel	Katie Buchanan Hunter Hurley	Kutak Rock, LLP Kutak Rock, LLP
District Engineer	Daniel Welch	England-Thims & Miller

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

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

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

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

FEED MILL COMMUNITY DEVELOPMENT DISTRICT

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

**Board of Supervisors
Feed Mill Community
Development District**

October 21, 2026

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Feed Mill Community Development District will be held on **October 28, 2026 at 9:00 a.m.** at 1845 Town Center Blvd., Suite 105 Fleming Island, Florida 32003.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting Held August 26, 2026 Tab 1
 - B. Ratification of the Operation and Maintenance Expenditures for July and August 2026.....Tab 2
- 4. Staff Reports**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 1. Update on Fiscal Year 2026 Goals and Objectives Tab 3
 - D. Pond Maintenance Report
- 5. Business Items**
 - A. Ratification of Cobb Cole Engagement Letter Tab 4
 - B. Ratification of District's Insurance Renewal Fiscal Year 2026/2027 Tab 5
 - C. Ratification of Check Request for Reimbursement to CCUA.....Tab 6
 - D. Ratification of Vallencourt Change Order No. 7 for Phase 4A
(Under Separate Cover)
 - E. Ratification of Agreement for Agricultural Amenity Support Services.....Tab 7
 - F. Consideration of Resolution 2027-01; Amending Resolution 2026-10 and Direct Bill Operations and Maintenance Assessment Schedule.....Tab 8
 - G. Consideration of Resolution 2027-02; Setting Long Term Budget Maximums and Public Hearing Date (Under Separate Cover)
- 6. Supervisor Requests**
- 7. Adjournment**

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

Very truly yours,
Lesley Gallagher
District Manager

Tab 1

MINUTES OF MEETING

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

FEED MILL
COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of Feed Mill Community Development District was held on **August 26, 2026 at 9:00 a.m.** at 1845 Town Center Blvd, Suite 105, Fleming Island, FL 32003.

Present and constituting a quorum:

Daniel McCormick	Board Member, Chairman
Daniel Arnette	Board Member, Vice Chairman
Clay Crevasse	Board Member, Assistant Secretary
Gerald Agresti	Board Member, Assistant Secretary
Liam O'Reilly	Board Member, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock LLP
Hunter Hurley	District Counsel, Kutak Rock LLP (via speakerphone)
Daniel Welch	District Engineer, England-Thims & Miller (via speakerphone)

No audience members were present.

FIRST ORDER OF BUSINESS

CALL TO ORDER

Ms. Gallagher called the meeting to order at 9:00 a.m.

SECOND ORDER OF BUSINESS

AUDIENCE COMMENTS

No audience members were present.

THIRD ORDER OF BUSINESS

**CONSIDERATION OF THE MINUTES OF
THE BOARD OF SUPERVISORS'
REGULAR MEETING HELD JULY 22, 2026**

On a motion by Mr. McCormick, seconded by Mr. Agresti, with all in favor, the Board approved the minutes of the Board of Supervisors' regular meeting held July 22, 2026, for the Feed Mill Community Development District.
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FOURTH ORDER OF BUSINESS

**RATIFICATION OF THE OPERATION
AND MAINTENANCE EXPENDITURES
FOR JUNE 2026**

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board ratified operation and maintenance expenditures for June 2026 in the amount of \$7,930.90, for the Feed Mill Community Development District.

FIFTH ORDER OF BUSINESS

**RATIFICATION OF PHASE 1A –
VALLENCOURT PUBLIC CHANGE
ORDER #6**

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board ratified change order #6 for Vallencourt Phase 1A project in the amount of \$28,545.60, for the Feed Mill Community Development District.

SIXTH ORDER OF BUSINESS

STAFF REPORTS

A. District Counsel

Ms. Buchanan did not have a specific report but was available for any questions. There were no questions from the Board.

B. District Engineer

Mr. Welch did not have a specific report but was available for any questions. There were no questions from the Board.

C. District Manager

Ms. Gallagher updated the Board that the next meeting was scheduled for September 23, 2026. Ms. Gallagher also noted that the landowner election is scheduled for 9am on November 3, 2026 at the Fleming Island Library, located at 1895 Town Center Blvd, Fleming Island, FL 32003.

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board ratified the Sunstate work authorization for Cathedral Oak Parkway in the amount of \$20,750.00, for the Feed Mill Community Development District. (Exhibit A)

SEVENTH ORDER OF BUSINESS

**CONSIDERATION OF RESOLUTION
2026-08, ADOPTING FISCAL YEAR
2026-2027 MEETING DATES**

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board adopted Resolution 2026-08, as amended to include the meeting location as 1845 Town Center Blvd. Suite 105, Fleming Island, FL 32003, setting Fiscal Year 2026-2027 regular meeting dates, for the Feed Mill Community Development District.

EIGHTH ORDER OF BUSINESS

**CONSIDERATION OF ELM
CONSTRUCTION ADMINISTRATION
AND OBSERVATION SERVICES
AGREEMENT**

Mr. McCormick shared that this is in regard to the Phase 1 Amenity Center.

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board approved ELM Construction Administration and Observation Services Agreement, for the Feed Mill Community Development District.

NINTH ORDER OF BUSINESS

**PUBLIC HEARING ON FISCAL YEAR
2026-2027 BUDGET & PUBLIC HEARING
ON FISCAL YEAR 2026-2027 SPECIAL
ASSESSMENTS**

On a motion by Mr. O'Reilly, seconded by Mr. McCormick, with all in favor, the Board opened the Public Hearings on Fiscal Year 2026-2027 Budget and on Fiscal Year 2026-2027 Special Assessments, for Feed Mill Community Development District.

Ms. Gallagher noted that an updated copy of the fiscal year 2026/2027 was included in the revised agenda circulated.

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board closed the Public Hearings on Fiscal Year 2026-2027 Budget and on Fiscal Year 2026-2027 Special Assessments, for Feed Mill Community Development District.

Consideration of Resolution 2026-09, Adopting Fiscal Year 2026-2027 Budget

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board adopted Resolution 2026-09, adopting Fiscal Year 2026-2027 Budget as presented, for Feed Mill Community Development District.

**Consideration of Resolution 2026-10, Imposing Special Assessments Fiscal Year
2026-2027**

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board adopted Resolution 2026-10, Imposing Special Assessments Fiscal Year 2026-2027, for Feed Mill Community Development District.

TENTH ORDER OF BUSINESS

**CONSIDERATION OF FISCAL YEAR 2026-2027
BUDGET DEFICIT FUNDING AGREEMENT**

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board approved the Fiscal Year 2026-2027 Budget Deficit Funding Agreement, for the Feed Mill Community Development District.

ELEVENTH ORDER OF BUSINESS

**PUBLIC HEARING ON REVISED RULES
OF PROCEDURE**

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board opened the Public Hearing on Revised Rules of Procedures, for Feed Mill Community Development District.

Ms. Buchanan provided an overview of the revisions being proposed

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board closed the Public Hearing on Revised Rules of Procedures, for Feed Mill Community Development District.

1. Consideration of Resolution 2026-11, Adopting Revised Rules of Procedure

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board adopted Resolution 2026-11, Revised Rules of Procedure, for Feed Mill Community Development District.

TWELFTH ORDER OF BUSINESS

**ACCEPTANCE OF RIZZETTA & COMPANY
ADDENDUMS FOR PROFESSIONAL
DISTRICT SERVICES & TECHNOLOGY
SERVICES**

Ms. Gallagher explained that the adjustment in fees reflected the fees adopted with the Fiscal Year 2026/2027 Budget approved earlier in the meeting.

On a motion by Mr. McCormick, seconded by Mr. Agresti, with all in favor, the Board accepted the Rizzetta & Company Addendums for Professional District Services and Technology Services, for the Feed Mill Community Development District.

THIRTEENTH ORDER OF BUSINESS

CONSIDERATION OF POND MAINTENANCE PROPOSALS

Mr. McCormick explained that four proposals were received for pond maintenance services and reviewed their pricing.

On a motion by Mr. McCormick, seconded by Mr. O'Reilly with all in favor, the Board approved the proposal from Future Horizons for pond maintenance services, for the Feed Mill Community Development District.

FOURTEENTH ORDER OF BUSINESS

CONSIDERATION OF LICENSE AGREEMENT TO PERFORM LAKE MAINTENANCE – SARATOGA SAGEBROOKE

On a motion by Mr. McCormick, seconded by Mr. Arnette, with all in favor, the Board approved the Pond Maintenance License Agreement to perform lake maintenance – Saratoga Sagebrooke, for the Feed Mill Community Development District.

Prior to moving to Supervisor Requests, Ms. Buchanan requested that the Board revisit the ELM Agreement and amend that motion to approve the Agreement in substantial form to ensure that the most recent copy is circulated.

On a motion by Mr. McCormick, seconded by Mr. Crevasse, with all in favor, the Board amended the motion approving the ELM Construction Administration and Observation Services Agreement in substantial form only, for the Feed Mill Community Development District.

SUPERVISOR REQUESTS

No Supervisor requests

FIFTEENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Agresti, seconded by Mr. McCormick, with all in favor, the Board adjourned the meeting at 9:15 a.m., for the Feed Mill Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A

**SUN
STATE
NURSERY &
LANDSCAPING, INC.**

Material and Labor Based on the Following Landscape Enhancement				
DESCRIPTION	SIZE	QTY	UNIT COST	EXT'D COST
Initial Mowing			\$	\$ -
Mow, Edge, Line trim and Blow the Road ways, Islands and Specified Ponds along Cathedral Oaks Pkwy. (7 to 8 - 4 man Crews)	mhr	250	\$ 83.00	\$ 20,750.00
Remove large debris and Vegetaion around Ponds			\$	\$ -
			\$	\$ -
Note:			\$	\$ -
This will have to be Double Cut with the height of Turf			\$	\$ -
Service Day:			\$	\$ -
Saturday - August 8th			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
SUB-TOTAL:			\$ 20,750.00	
Tax % (if Applicable)	0.00%	TAX:	\$ -	
TOTAL:			\$ 20,750.00	

Note: Sun State Can Not Warranty Any Sod and/or Plant Material With Out Proper Irrigation Coverage

Authorized By:

Date:

8-26-2026

Work Order #:

Tab 2

Feed Mill Community Development District

District Office · St. Augustine, Florida · (904) 436-6270

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

Operations and Maintenance Expenditures

July 2026

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2026 through July 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$17,984.28**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Feed Mill Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2026 Through July 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Clay County Utility Authority	20260723-1	A00121271-070626 ACH	Utility Service 04/26-06/26	\$ 541.33
Clay Today	300087	2026-316892	Legal Advertising 06/26	\$ 126.90
Clay Today	300093	2026-317081	Legal Advertising 07/26	\$ 63.45
Clay Today	300093	2026-317281	Legal Advertising 07/26	\$ 75.60
England, Thims & Miller, Inc.	300094	227090	Engineering Services 06/26	\$ 565.00
Grau & Associates, P.A.	300088	29307	Audit Services 05/26	\$ 2,500.00
Grau & Associates, P.A.	300088	29567	Audit Services 06/26	\$ 1,000.00
Grau & Associates, P.A.	300090	29808	Auditing Service 07/26	\$ 1,100.00
Kutak Rock, LLP	300091	3763744	Legal Services 04/26	\$ 3,948.00
Kutak Rock, LLP	300091	3763745	Legal Services 03/26	\$ 3,789.00
Rizzetta & Company, Inc.	300089	INV0000110656	District Management Services 07/26	\$ 4,100.00
VGlobal Tech	300092	8742	Website Maintenance 07/26	<u>\$ 175.00</u>
Total				<u>\$ 17,984.28</u>

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Operations and Maintenance Expenditures

August 2026

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2026 through August 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$33,502.39**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Feed Mill Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2026 Through August 31, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Clay County Utility Authority	20260824-1	A00122459-080326 ACH	Utility Service 08/26	\$ 1,196.15
Clay County Utility Authority	20260803-1	INV-A00122611 ACH	Utility Service 07/26	\$ 231.50
Clay Today	300096	2026-317479	Legal Advertising 07/26	\$ 118.80
Clay Today	300099	2026-318556	Legal Advertising 07/26	\$ 486.00
Kutak Rock, LLP	300097	3780038	Legal Services 05/26	\$ 5,444.94
Rizzetta & Company, Inc.	300095	INV0000111371	District Management Services 08/26	\$ 4,100.00
Sun State Nursery & Landscaping, Inc.	300101	Springs080426	Landscape Maintenance 08/26	\$ 20,750.00
Vesta Property Services, Inc.	300100	4331731	Consulting Service 07/26	\$ 1,000.00
VGlobal Tech	300098	8826	Website Maintenance 08/26	\$ 175.00
Total				<u>\$ 33,502.39</u>

Tab 3

FEED MILL COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025-2026 ANNUAL GOALS & OBJECTIVES REPORT

The Feed Mill CDD Board of Supervisors Goals and Objectives report for fiscal year 2025-2026 were adopted in accordance with the legislation of HB 7013 to maintain statutory compliance and pursuing efficient operational practices. The report discloses successful results for the Feed Mill Community Development District.

Financial Goals and Objectives:

☒ Successful ☐ Unsuccessful

Financial Transparency – commit to regular reporting the financial status of the district.

Measurement: Financial statements circulated to the board monthly.

Board Meeting Goals and Objectives:

☒ Successful ☐ Unsuccessful

Productive Meetings – commit to conducting an orderly and efficient meeting.

Measurement: Circulated and posted agendas in advance for all public meetings held and completing minutes reflecting adequate opportunities for both public comments and supervisor requests, if applicable.

Administrative Goals and Objectives:

☒ Successful ☐ Unsuccessful

Website Maintenance – ensure that the website is always up-to-date and in compliance.

Measurement: The District's website is in compliance per Chapter 189.069 F.S., quarterly ADA audits are also completed as required.

Operational Goals and Objectives:

☒ Successful ☐ Unsuccessful

Promote efficient communication.

Measurement: Accurate meeting minutes, prompt communication to and from District Staff and Board Members. Weekly meetings held with Chairman and District Counsel.

Tab 4

Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznajstajler
Andrew C. Grant
Matthew S. Welch
Edward H. Thompson
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
James A. Pickens
Anthony E. Aguanno



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Sydney V. Cichon
Baylee D. Bunyard
Alanna V. Smith
Kelsey Hansen-Walter
Scott C. Tepper
Brianna M. Faenza

OF COUNSEL
Scott W. Cichon
Larry D. Marsh

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

September 22, 2026

VIA EMAIL

Feed Mill Community Development District
Attn: Daniel McCormick

Re: Terms of Representation

Dear Mr. McCormick:

From my experience, I have learned that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for these services. This letter is intended to advise you regarding the nature and scope of the legal services we have agreed to render for you, as well as the amount of our fees for these services. I invite you to view our web site at www.CobbCole.com should you desire further information about me or the firm.

1. Nature of Legal Services. You have asked that we advise the Feed Mill Community Development District with liability, maintenance, and reporting requirements associated with the ownership of a closed, former landfill within the Saratoga Springs development in Clay County.

2. Fees for Services. We will charge for our services on the basis of hourly rates established from time to time for the attorneys and paralegals of our firm. We will be personally responsible for representing you in all aspects of this representation. We may have other attorneys, with unique expertise, and paralegals assist us as needed. The current hourly billing rates for attorneys and paralegals expected to work on your case are as set forth below:

Michael Sznajstajler	\$500.00
Jessica Gow	\$350.00
Kelsey Walter	\$240.00

If an attorney or paralegal not listed above assists with this matter, their time will be charged at their normal hourly rate. We will attempt to utilize those lawyers and paralegals having the lowest hourly billing rates that are commensurate with the degree of specialization and level of experience required in order to achieve your objectives.

3. Other Fees, Charges, and Expenses. During the course of our representation, we may incur other fees, charges and expenses. Such expenses include, but are not limited to, charges for filing papers with government agencies, courier or messenger services, long distance telephone calls, copying materials, overtime clerical assistance, travel expenses, facsimile, computer-assisted research, and postage. You agree to reimburse Cobb Cole for all out-of-pocket expenses paid by us, or, if you are billed directly for these expenses, to make prompt, direct payments to the originators of the bills.

4. Schedule of Billing and Payments. Fees, determined by the method described above, will be billed approximately monthly and upon completion. The monthly statements will summarize each matter for which legal services were rendered. The statements will also separately include disbursements and miscellaneous costs advanced on your behalf. The amounts shown due on the statements will be due thirty (30) days from the date of the statement.

If you have any questions or disagreements regarding the amount or information on the monthly statement, you should advise us in writing within fifteen (15) days from the date of the statement and we will make sure those questions or disagreements are promptly addressed. Otherwise, we will assume that you agree to pay the amount on Cobb Cole's statement.

We request a \$2,500.00 retainer to begin the representation. We will keep the retainer in the Firm's trust account during the course of our representation. At the completion of our representation, we will charge any outstanding fees and expenses against this retainer. Any balance remaining will be returned to you. Outstanding fees and expenses above the retainer will be your responsibility to pay at that time.

5. Information to be Made Available to You. We will assert a diligent effort to assure that you are informed at all times as to the status of all matters and as to the courses of action which are being followed or are being recommended by us. We agree to provide you with copies of all correspondence addressing material issues and other relevant documents. Such copies shall be provided to you at your expense. All of our work product will be owned by Cobb Cole.

6. Contact. If at any time during our representation of you, your contact information changes (i.e., mailing address, email address, phone numbers, etc.) or you will be away from your normal means of contact for a period of time longer than thirty (30) days, it will be your responsibility to keep us advised of your new contact information. If you cannot be reached at the last contact information provided to obtain a response for any pending deadline, we will not take any action on your behalf and allow the deadline to pass.

7. Correspondence. In the interest of facilitating our services to you, we may communicate by electronic mail. Such communications may include information that is confidential to you. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these electronic devices during this engagement. No attorney-client privilege will attach to substantive client-lawyer

communications made under circumstances where there is a significant risk that the communications will be read by a third party.

Please advise us if you do not wish to receive communications from us via e-mail. Unless otherwise advised, your bills and most other communications from us will be delivered electronically.

8. Termination of Representation. The relationship established by this letter may be terminated as follows:

We reserve the right to withdraw if you fail to honor the terms of this letter or for any just reason as permitted or required under the Rules of Professional Conduct as adopted by the Florida Bar and the Florida Supreme Court or as permitted by the rules of courts of the State of Florida. Notification of withdrawal shall be made in writing to you. In the event of such withdrawal, you agree to promptly pay Cobb Cole for all services rendered by Cobb Cole and all other fees, charges, and expenses incurred pursuant to this Agreement prior to the date of such withdrawal.

You have the right to terminate our representation with or without cause. Notification of the termination shall be made in writing to Cobb Cole. In the event of any such termination by you, you shall promptly reimburse Cobb Cole for all other fees, charges, and expenses incurred pursuant to this Agreement prior to the date of such termination.

9. Effort and Outcome. We agree to use our best efforts to represent Feed Mill Community Development District in this matter. However, because of the unpredictable nature of land use, local government, real estate and environmental matters, we have not given, nor will we give any assurances regarding the outcome of this matter. Further, Cobb Cole makes no representations or warranties at any point in the past or future regarding eligibility for any regulatory or economic development incentives under the Florida Brownfields Redevelopment Program, including but not limited to Voluntary Cleanup Tax Credits.

10. Document Retention Policy. During the course of your matter, you may be required to provide to us documents such as tax records, expense records, bank records, deeds, etc. We will hold these records for you during the pendency of your action. At the conclusion of your matter, we will contact you and make arrangements for the return of the records you provided if the records were not already returned to you. We will retain the balance of your file for an appropriate time period. It is your responsibility to secure the return of your records. If arrangements are not made for the return of your file within six years following the conclusion of your matter, it will be destroyed.

Title: [REDACTED]

Tab 5



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Feed Mill Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects over 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Feed Mill Community Development District
c/o Rizzetta & Company 3434 Colwell Ave, Suite 200
Tampa, FL 33614

Term: October 1, 2026 to October 1, 2027

Quote Number: 1001261129

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine
	Not Applicable	Golf Course Tees and Greens Deductible on all covered Perils if scheduled.

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery	Not Applicable	Not Included
TRIA		Not Included

*Except for Zones A & V (see Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

Not Included

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Glass and Sanitary Fittings Extension	\$25,000 in any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Lock and Key Replacement	\$2,500 any one occurrence
	DD	Tracks and fields (except Lawns, Plants, Trees and Shrubs covered under code K)	\$250,000 any one occurrence and \$500,000 in the annual aggregate in any one coverage period. or Up to the declared value if it is specifically listed as "Tracks and Fields" in the schedule of values.
	EE	Awnings, Gutters and Downspouts	Included
	FF	Civil or Military Authority	45 consecutive days and one mile.

CRIME COVERAGE

Description

Forgery and Alteration

Theft, Disappearance or Destruction

Computer Fraud including Funds Transfer Fraud

Employee Dishonesty, including faithful performance, per loss

Limit

Not Included

Not Included

Not Included

Not Included

Deductible

Not Included

Not Included

Not Included

Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Abuse and Molestation Limit (Added by Claims Made Endorsement)	Not Included
Abuse and Molestation Aggregate Limit (Added by Claims Made Endorsement)	Not Included
Abuse and Molestation Retroactive Date	Not Included
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Retroactive Date:

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate
Fraudulent Instruction: \$25,000



PREMIUM SUMMARY

**Feed Mill Community Development District
c/o Rizzetta & Company 3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: October 1, 2026 to October 1, 2027

Quote Number: 1001261129

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,134
Public Officials and Employment Practices Liability	\$2,564
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$5,698

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2026, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should the Applicant desire to cancel coverage; it will give not less than ninety (90) days prior written notice of cancellation;
- (e) That if the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (f) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Feed Mill Community Development District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2026

By: _____
Administrator

Tab 6

FEED MILL COMMUNITY DEVELOPMENT DISTRICT

District Office · St Augustine, Florida · (813) 933-5571
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Check Request

Date: 10/05/2026

Amount: \$29,343.94

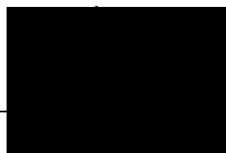
Made Payable To: Clay County Utility Authority

Address: 3176 Old Jennings Rd.
Middleburg, FL 32068

Description: Reimbursement to CCUA for the CCUA
Construction Project

Request by: Daniel McCormick – Chairperson

Senior Approval:



Please code to: 310-36600-1192

Tab 7

**AGREEMENT FOR AGRICULTURAL AMENITY SUPPORT SERVICES
[CONVIVIAL FOODSCAPES LLC]**

THIS AGREEMENT (“Agreement”) is effective this [REDACTED] day of [REDACTED] 2026, by and between:

FEED MILL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida, and whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

CONVIVIAL FOODSCAPES LLC, a Florida limited liability company, with a mailing address of 9200 Northwest 39th Avenue, Suite 130-3042, Gainesville, Florida 32606 (“Contractor”, together with District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), by ordinance adopted by Clay County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide ongoing support of the District’s agrihood amenities located throughout the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide agricultural amenity support services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional agricultural amenity support services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF AGRICULTURAL AMENITY SUPPORT SERVICES. The Contractor will provide agricultural amenity support services for the District's agrihood amenities. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1)** The District hereby designates the District Manager to act as its representative.
- (2)** Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Four Thousand Five Hundred Dollars and No Cents (\$4,500.00) per month, not to exceed Fifty-Four Thousand Dollars and No Cents (\$54,000.00) per year. The term of this Agreement shall be from January 1, 2027 through December 31, 2028, unless terminated earlier by either party in accordance with the provisions of this Agreement ("Initial Term"). This Agreement shall be eligible for annual one (1) year renewals to be evidenced by writing executed by both Parties.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree, in writing, to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments,

Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, SRTG Dev Owner, LLC, FCM FL, LLC, FCM II FL, LLC, Saratoga Sagebrook, LLC and their supervisors, members, directors, employees, staff, lawyers, consultants, contractors, agents, and representatives shall be named as additional insured parties. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that

any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District, SRTG DEV Owner, LLC, FCM II FL, LLC, FCM FL, LLC, Saratoga Sagebrook, LLC, and their supervisors, members, directors, employees, staff, lawyers, consultants, contractors, agents and representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a

violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided,

however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A**

shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Feed Mill Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Convivial Foodscapes LLC
9200 NW 39th Avenue, Suite 130-3042
Gainesville, Florida 32606
Attn: Clarence & Carmen Eldridge

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address

to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Clay County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Lesley Gallagher** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC

**RECORDS RELATING TO THIS CONTRACT, CONTACT
THE CUSTODIAN OF PUBLIC RECORDS AT 904-940-5850,
LGALLAGHER@RIZZETTA.COM, 3434 COLWELL AVENUE,
SUITE 200, TAMPA, FLORIDA 33614.**

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor

acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

SECTION 33. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[Signatures on next page]

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

**FEED MILL COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

CONVIVIAL FOODSCAPES LLC



By: 

Its: Partner

Exhibit A: Scope of Services

Exhibit A – Scope of Services



Tripp & Carmen Eldridge
(561) 508 - 0835
convivialfoodscapes@gmail.com
www.convivialfoodscapes.com

September 18, 2026

Feed Mill CDD

RE: Proposal for Ongoing Support of Saratoga Springs' Agricultural Amenities
Saratoga Springs Farm & Community Gardens - Clay County, FL

Greetings Saratoga Springs' team!

We are proud to continue collaborating with Saratoga Springs by providing a solid framework and ongoing support for its farm operation and engagement with residents.

Please find the following Proposal for Ongoing Support of Saratoga Springs' Agricultural Amenities for your review and consideration. Based on our understanding and work-to-date, this Proposal contemplates the needs of the farms, gardens and staff.

The Scope of Work includes the following elements:

1. Quality Assurance
2. Ongoing Support
3. Community Engagement / Resident Education
4. Continuity / Longevity of Agrihood Amenities

The timeframe for the below Scope of Work is January 1, 2027 - December 31, 2028.

1. Quality Assurance

Maintain standards for aesthetics, customer service, production and cohesive teams, ensuring consistency and high quality. This includes site visit reports.

2. Ongoing Support

- a. **(5) Trainings** to review best practices and standard operating procedures for agricultural amenities with on-site staff.
 - i. Community Manager Overview of Managing an Agrihood
 - ii. Deep Dive into the Farm Budget with the Community Manager
 - iii. Lifestyle Director's Guide to working with the Farm
 - iv. Community Ambassadors Overview of the Agricultural Amenities
 - v. How the Farm Share Works for all On-Site Staff
- b. **(4) Site Visits** annually to provide in person support, strategically scheduled during important transitions in the growing season for utmost impact.
- c. **Support Budget Development, Oversight & Training** - Support Community Manager by providing quarterly budget reviews and trainings with the Farm Director. Budget reviews include oversight of coding expenses, quarterly expense tracking support, Tillery sales data and written observations.
- d. **Point of contact** for farmers, community manager, lifestyle director, Board and staff implementing agricultural amenities.
- e. **Troubleshooting** and problem solving for production factors and challenges with residents.
- f. **Emergencies** - we are available to be on site for emergencies (abrupt change of staff, extreme weather, etc).

3. Community Engagement / Resident Education

- a. **Website Elements** - develop branded materials and build out Farm content on community website. Possible subsections include Farm Share, Store, Volunteers, Tours, Gardens, Blog, FAQs, Recipes & Storage Tips
- b. **Farm Brand Awareness**
Assist the team with efficient content creation by creating templates with consistent colors and design elements that elevate the farm's story. Templates include Farm Update, Farm Share Update, Store Hours, and Community Engagement Spotlight.
- c. **Farm Share Logistics** - Support CDD staff on implementing the farm share program, including the:
 - 1. **Development of Branded Educational Materials for:**
 - a. **Residents** - Farm Share Member Agreement, e-newsletter flier, CDD website updates, how-to video, pre-season presentation for residents
 - b. **Staff** - quick reference factsheets & SOPs
 - 2. **Implement an Evaluation Plan** - We provide quarterly reports to the Board and staff on the following Measurable Outcomes:
 - a. Farm Bucks distributed vs Farm Bucks Redeemed
 - b. Sales Data
 - i. Sales summary
 - ii. Time and day of the week when sales are higher or lower
 - iii. Item & Category sales
 - c. Foot Traffic per Day - Residents and Prospects
 - d. Suggestion Box Responses
 - 3. **Troubleshooting** in real time for the greatest impact on resident satisfaction
- d. **Videos** (4) - what's going on at the Agrihood for residents & prospects, staff intros, etc.
- e. **Print**
(1) Activity book for kids to utilize on DIY family adventures through agricultural amenities.
Options include:
 - 1. Children's Garden Workbook
 - 2. Children's Garden Cookbook
 - 3. Pollinator Garden Workbook
- f. **Special Events**
 - 1. (4) In Person/Virtual workshops
 - 2. Event Planning
 - a. Curate a calendar of events
 - b. Design promotional materials for events

4. Continuity / Longevity of Agrihood amenities

- a. Update and provide additional details to:
 - i. Operations Manual
 - ii. Month by month maintenance calendar
- b. Interview and support the training of new hires

Professional Fees

- Fixed monthly fee of \$4,500 (\$54,000 yearly x 2 years = \$108,000)
- Following this contract period, anticipate the rate increasing 3% annually

Reimbursable Expenses

- Reimbursable expenses (Travel, Meals and Lodging) will be billed at actual cost to the client, not to exceed \$6000 annually.

Schedule

Work will be completed within reasonable timeframes established with the Board and CDD staff.

Authorization

A signed copy of this Proposal will constitute our Agreement and authorize Convivial Foodscapes LLC to begin work. We appreciate the opportunity to work together.

 12/15/2020

Clarence Eldridge III & Carmen Eldridge Date

Saratoga Springs Community Association Date

Tab 8

RESOLUTION 2027-01

A RESOLUTION OF THE FEED MILL COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) AMENDING RESOLUTION 2026-10, WHICH LEVIED AND IMPOSED AN ANNUAL OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; AMENDING THE DIRECT BILL OPERATIONS AND MAINTENANCE ASSESSMENT SCHEDULE; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the District previously adopted Resolution 2026-10 (“**Annual Assessment Resolution**”) approving the levy and imposition of operations and maintenance special assessments to fund the District’s annual budget(s) for the fiscal year starting October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2026/2027**”), which among other things, provided a schedule for the direct collection of operation and maintenance assessments; and

WHEREAS, the District desires to amend the Annual Assessment Resolution in order to amend the collection schedule of operations and maintenance assessments provided for in Section 4(b)(ii) thereof.

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

1. AMENDMENT. Section 4(b)(i) of the Annual Assessment Resolution is hereby amended and replaced in its entirety as follows:

- ii. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on December 1, 2026; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: 25% due no later than December 1, 2026, 25% due no later than March 1, 2027, 25% due no later than June 1, 2027, and 25% due no later than September 1, 2027.

2. CONFLICTS. Except as set forth herein, the Annual Assessment Resolution remains in full force and effect. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED THIS 28 DAY OF OCTOBER 2026.

ATTEST:

FEED MILL COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair, Board of Supervisors