

LIBERTY COVE

**COMMUNITY DEVELOPMENT
DISTRICT**

August 28, 2024

**BOARD OF SUPERVISORS
CONTINUED PUBLIC
HEARING, PUBLIC
HEARING AND REGULAR
MEETING AGENDA**

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Liberty Cove Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 21, 2024

Board of Supervisors
Liberty Cove Community Development District

Dear Board Members:

The Board of Supervisors of the Liberty Cove Community Development District will hold a Continued Public Hearing, Public Hearing and Regular Meeting on August 28, 2024 at 1:00 p.m., at the Nassau County Chamber of Commerce, 961687 Gateway Blvd., Suite 101-G, Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Continued Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2024-09, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2024-12, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
5. Consideration of Fiscal Year 2024/2025 Budget Funding Agreement

ATTENDEES:

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

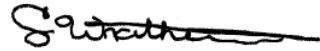
6. Consideration of Acquisition for Clearing and Earthwork for Phase 1
7. Consideration of Resolution 2024-13, Approving the Acquisition of Work Product; Providing General Authorization; and Addressing Severability, Conflicts and an Effective Date
8. Discussion: Potential Assignment of the Existing Agreement with Burnham Contractors, Inc.
 - A. For a Portion of the Phase 1 Water, Sewer. Drainage and Roadway Contracts
 - B. For the Balance of Phase 1 Work
9. Discussion: Investment of Bond Proceeds
10. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
11. Consideration of Resolution 2024-01, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
12. Consideration of Resolution 2024-02, Designating the Location of the Local District Records Office and Providing an Effective Date
13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: Connelly & Wicker
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: October 23, 2024 at 1:00 PM
 - QUORUM CHECK

SEAT 1	GREGORY MATOVINA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MATT ROBERTS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	CHRIS WOOD	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	BRENDAN MORAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	PATRICK HOWELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
14. Board Members' Comments/Requests
15. Public Comments

16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

3A

NEWS-LEADER
Published Weekly
P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32035

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared
Foy R. Maloy, Jr

Who on oath says that (s)he is the Publisher of the
Fernandina Beach News-Leader, a weekly newspaper published at
Fernandina Beach in Nassau County, Florida; that the attached
copy of the advertisement, being a Legal Notice in the matter of

LIBERTY COVE C.D.D.
NOTICE OF PUBLIC HEARING


Was published in said newspaper in the issue(s) of


07/03/2024 07/10/2024
Ad # 822312

Affiant further says that the said News-Leader is
a newspaper published at Fernandina Beach, in said Nassau
County, Florida and that the said newspaper has heretofore been
continuously published in said Nassau County, Florida, each week
and has been entered as second class mail matter at the post office
in Fernandina Beach in said Nassau County, Florida, for a period
of one year preceding the first publication of the attached copy
of advertisement; and Affiant further says that (s)he has neither paid
nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.



Sworn to and subscribed to before me
This 10th day of July, A.D. 2024


Brooke Bird, Notary Public

 Personally Known



LIBERTY COVE COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEAR-
ING TO CONSIDER THE
ADOPTION OF THE FISCAL
YEAR 2025 PROPOSED BUD-
GET(S); AND NOTICE OF
REGULAR BOARD OF SU-
PERVISORS MEETING.

The Board of Supervisors
(Board) of the Liberty Cove
Community Development Dis-
trict (District) will hold a public
hearing and regular meeting as
follows:

DATE: July 24, 2024

TIME: 1:00 PM

LOCATION: Nassau County
Chamber of Commerce
961687 Gateway Blvd, Suite
101-G
Fernandina Beach, Florida
32034

The purpose of the public hear-
ing is to receive comments and
objections on the adoption of
the Districts proposed budget
(s) for the fiscal year beginning
October 1, 2024, and ending
September 30, 2025 (**Pro-
posed Budget**). A regular
Board meeting of the District
will also be held at the above
time where the Board may con-
sider any other business that
may properly come before it. A
copy of the agenda and Pro-
posed Budget may be obtained
at the offices of the District
Manager, c/o Wrathell, Hunt &
Associates, LLC, 2300 Glades
Road, Suite 410W, Boca Ra-
ton, Florida 33431, 561-571-
0010 (**District Managers Of-
fice**), during normal business
hours.

The public hearing and meeting
are open to the public and will
be conducted in accordance
with the provisions of Florida
law. The public hearing and/or
meeting may be continued in
progress to a date, time certain,
and place to be specified on the
record at the public hearing
and/or meeting. There may be
occasions when Board Supervi-
sors or District Staff may partic-
ipate by speaker telephone.

Any person requiring special
accommodations at the public
hearing or meeting because of
a disability or physical impair-
ment should contact the District
Managers Office at least forty-
eight (48) hours prior to the
public hearing and meeting. If
you are hearing or speech im-
paired, please contact the Flori-
da Relay Service by dialing 7-
1-1, or 1-800-955-8771 (TTY) /
1-800-955-8770 (Voice), for aid
in contacting the District Man-
agers Office.

Each person who decides to
appeal any decision made by
the Board with respect to any
matter considered at the public
hearing or meeting is advised
that person will need a record
of proceedings and that accord-
ingly, the person may need to
ensure that a verbatim record
of the proceedings is made, in-
cluding the testimony and evi-
dence upon which such appeal
is to be based.

District Manager
FNL 2T 07-03-10-2024
#822312

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2024-09
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Liberty Cove Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Liberty Cove Community Development District for the Fiscal Year Ending September 30, 2025."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189, *Florida Statutes*, and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED this 28th day of August, 2024.

ATTEST:

**LIBERTY COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Exhibit A: FY 2025 Budget

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget	5
Debt Service Fund Budget - Series 2024	6
Amortization Schedule - Series 2024	7 - 8
Assessment Summary	9

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 453,103
Landowner contribution	101,096	8,062	52,499	60,561	(3)
Total revenues	101,096	8,062	52,499	60,561	453,100
EXPENDITURES					
Professional & administrative					
Supervisors	4,306	646	3,660	4,306	4,306
Management/accounting/recording	48,000	6,000	9,000	15,000	48,000
Legal	25,000	656	24,344	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,000	-	-	-	5,000
Arbitrage rebate calculation*	500	-	-	-	500
Dissemination agent*	1,000	-	83	83	1,000
Trustee*	5,500	-	-	-	5,500
Telephone	200	100	100	200	200
Postage	500	22	478	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	1,122	378	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,590	-	5,590	5,600
Contingencies/bank charges	500	-	500	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Aquatic maintenance***	-	-	-	-	-
Road maintenance***	-	-	-	-	-
Property appraiser	-	-	-	-	-
Tax collector	-	-	-	-	-
Electricity	-	-	-	-	-
Total professional & administrative	101,096	14,561	41,708	56,269	101,196
Field operations					
Landscape maintenance	-	-	-	-	120,000
Landscape contingency	-	-	-	-	6,000
Irrigation repairs	-	-	-	-	5,000
Irrigation water	-	-	-	-	9,000
Entry monuments	-	-	-	-	-
Electric	-	-	-	-	3,600
Maintenance & repairs	-	-	-	-	7,200
Irrigation repairs	-	-	-	-	3,000
Irrigation water	-	-	-	-	4,200
Aquatic maintenance	-	-	-	-	27,000
Road maintenance	-	-	-	-	25,000
Streetlight lease	-	-	-	-	-
Streetlight utilities	-	-	-	-	21,000
Total field operations	-	-	-	-	231,000

Amenity center

Utilities	-	-	-	-	-
Telephone & internet	-	-	-	-	-
Electric	-	-	-	-	1,800
Water/irrigation	-	-	-	-	-
Potable water	-	-	-	-	1,200
Reclaim water	-	-	-	-	4,200
Gas	-	-	-	-	-
Trash removal	-	-	-	-	6,000
Security	-	-	-	-	-
Alarm monitoring	-	-	-	-	-
Monitoring	-	-	-	-	-
Access cards	-	-	-	-	3,000
Management contracts	-	-	-	-	-
Facility management	-	-	-	-	21,000
Landscape maintenance	-	-	-	-	15,000
Landscape seasonal (annuals & pine straw)	-	-	-	-	4,000
Landscape contingency	-	-	-	-	1,000
Pool attendants	-	-	-	-	-
Pool service	-	-	-	-	9,000
Pool repairs	-	-	-	-	4,000
Pool chemicals	-	-	-	-	6,000
Janitorial services	-	-	-	-	6,000
Janitorial supplies	-	-	-	-	3,200
Common area maintenance	-	-	-	-	-
Fitness equipment lease	-	-	-	-	-
HVAC maintenance	-	-	-	-	-
Pest control	-	-	-	-	-
Pool permits	-	-	-	-	-
Repairs & maintenance	-	-	-	-	3,000
Maintenance reserves	-	-	-	-	10,000
Special events	-	-	-	-	6,000
Holiday decorations	-	-	-	-	3,000
Fitness center repairs/supplies	-	-	-	-	-
Office supplies	-	-	-	-	-
Operating supplies	-	-	-	-	-
ASCAP/BMI licences	-	-	-	-	-
Insurance: property	-	-	-	-	12,000
Contingency	-	-	-	-	1,504
Total Amenity	-	-	-	-	120,904
Total expenditures	101,096	14,561	41,708	56,269	453,100

Excess/(deficiency) of revenues
over/(under) expenditures

- (6,499) 10,791 4,292 -

OTHER FINANCING SOURCES

Transfer in	-	-	-	-	-
Total other financing sources	-	-	-	-	-
Net increase/(decrease) of fund balance	-	(6,499)	10,791	4,292	-
Fund balance - beginning (unaudited)	-	(4,292)	(10,791)	(4,292)	-
Fund balance - ending (projected)	-	-	-	-	-
Assigned	-	-	-	-	-
Working capital	-	-	-	-	-
Unassigned	-	(10,791)	-	-	-
Fund balance - ending	\$ -	\$ (10,791)	\$ -	\$ -	\$ -

*These items will be realized when bonds are issued

***These items will be realized when the CDD takes ownership of the related assets.

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES	<u>FY 2025</u>
Professional & administrative	
Supervisors	\$ 4,306
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	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. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,600
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser	

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Tax collector	-
Landscape maintenance	120,000
Landscape contingency	6,000
Irrigation repairs	5,000
Irrigation water	9,000
Entry monuments	-
Electric	3,600
Maintenance & repairs	7,200
Irrigation repairs	3,000
Irrigation water	4,200
Aquatic maintenance	27,000
Road maintenance	25,000
Streetlight lease	-
Streetlight utilities	21,000
Utilities	-
Telephone & internet	-
Electric	1,800
Water/irrigation	-
Potable water	1,200
Reclaim water	4,200
Gas	-
Trash removal	6,000
Security	-
Alarm monitoring	-
Monitoring	-
Access cards	3,000
Management contracts	-
Facility management	21,000
Landscape maintenance	15,000
Landscape seasonal (annuals & pine straw)	4,000
Landscape contingency	1,000
Pool attendants	-
Pool service	9,000
Pool repairs	4,000
Pool chemicals	6,000
Janitorial services	6,000
Janitorial supplies	3,200
Common area maintenance	-
Fitness equipment lease	-
HVAC maintenance	-
Pest control	-
Pool permits	-
Repairs & maintenance	3,000
Maintenance reserves	10,000
Special events	6,000
Holiday decorations	3,000
Fitness center repairs/supplies	-
Office supplies	-
Operating supplies	-
ASCAP/BMI licences	-
Insurance: property	12,000
Contingency	1,504
Total expenditures	<u><u>\$453,100</u></u>

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2025
REVENUES					
Assessment levy: on-roll	\$ -				\$ 823,344
Allowable discounts (4%)	-				(32,934)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	790,410
Assessment levy: off-roll	-	-	-	-	-
Developer contribution	-	7,827	-	7,827	-
Interest	-	-	-	-	-
Total revenues	-	7,827	-	7,827	790,410
EXPENDITURES					
Debt service					
Principal	-	-	-	-	100,000
Principal prepayment	-	-	-	-	-
Interest	-	-	-	-	282,773
Tax collector	-	-	-	-	16,467
Cost of issuance	-	-	-	-	-
Total expenditures	-	-	-	-	399,240
Excess/(deficiency) of revenues over/(under) expenditures	-	7,827	-	7,827	391,170
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	-	-	-
Original issue discount	-	-	-	-	-
Transfers out	-	(7,827)	-	(7,827)	-
Transfers in	-	-	-	-	-
Total other financing sources/(uses)	-	(7,827)	-	(7,827)	-
Net increase/(decrease) in fund balance	-	-	-	-	391,170
Fund balance:					
Beginning fund balance (unaudited)	-	(7,827)	(7,827)	(7,827)	(7,827)
Ending fund balance (projected)	\$ -	\$ (7,827)	\$ (7,827)	\$ (7,827)	383,343
Use of fund balance:					
Debt service reserve account balance (required)					(192,056)
Interest expense - November 1, 2023					(139,436)
Projected fund balance surplus/(deficit) as of September 30, 2023					\$ 51,851

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 823,344
Total revenues	-	-	-	-	823,344
EXPENDITURES					
Debt service					
Principal	-	-	-	-	170,000
Interest	-	-	-	-	468,208
Total debt service	-	-	-	-	638,208
Other fees & charges					
Costs of issuance	-	-	201,593	201,593	-
Underwriter's discount	-	-	179,550	179,550	-
Total other fees & charges	-	-	381,143	381,143	-
Total expenditures	-	-	381,143	381,143	638,208
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(381,143)	(381,143)	185,136
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	1,375,501	1,375,501	-
Original issue discount	-	-	(30,736)	(30,736)	-
Total other financing sources/(uses)	-	-	1,344,765	1,344,765	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	963,622	963,622	185,136
Beginning fund balance (unaudited)	-	-	-	-	963,622
Ending fund balance (projected)	\$ -	\$ -	\$ 963,622	\$ 963,622	1,148,758
Use of fund balance:					
Debt service reserve account balance (required)					(823,343)
Principal and Interest expense - November 1, 2025					(323,848)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 1,567

Note: Series 2024 Bonds had their interest capitalized until 11/01/2024

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			140,280.10	140,280.10	11,970,000.00
05/01/25	170,000.00	4.800%	327,927.50	497,927.50	11,800,000.00
11/01/25			323,847.50	323,847.50	11,800,000.00
05/01/26	175,000.00	4.800%	323,847.50	498,847.50	11,625,000.00
11/01/26			319,647.50	319,647.50	11,625,000.00
05/01/27	185,000.00	4.800%	319,647.50	504,647.50	11,440,000.00
11/01/27			315,207.50	315,207.50	11,440,000.00
05/01/28	195,000.00	4.800%	315,207.50	510,207.50	11,245,000.00
11/01/28			310,527.50	310,527.50	11,245,000.00
05/01/29	205,000.00	4.800%	310,527.50	515,527.50	11,040,000.00
11/01/29			305,607.50	305,607.50	11,040,000.00
05/01/30	215,000.00	4.800%	305,607.50	520,607.50	10,825,000.00
11/01/30			300,447.50	300,447.50	10,825,000.00
05/01/31	225,000.00	4.800%	300,447.50	525,447.50	10,600,000.00
11/01/31			295,047.50	295,047.50	10,600,000.00
05/01/32	235,000.00	5.375%	295,047.50	530,047.50	10,365,000.00
11/01/32			288,731.88	288,731.88	10,365,000.00
05/01/33	250,000.00	5.375%	288,731.88	538,731.88	10,115,000.00
11/01/33			282,013.13	282,013.13	10,115,000.00
05/01/34	265,000.00	5.375%	282,013.13	547,013.13	9,850,000.00
11/01/34			274,891.25	274,891.25	9,850,000.00
05/01/35	280,000.00	5.375%	274,891.25	554,891.25	9,570,000.00
11/01/35			267,366.25	267,366.25	9,570,000.00
05/01/36	295,000.00	5.375%	267,366.25	562,366.25	9,275,000.00
11/01/36			259,438.13	259,438.13	9,275,000.00
05/01/37	310,000.00	5.375%	259,438.13	569,438.13	8,965,000.00
11/01/37			251,106.88	251,106.88	8,965,000.00
05/01/38	325,000.00	5.375%	251,106.88	576,106.88	8,640,000.00
11/01/38			242,372.50	242,372.50	8,640,000.00
05/01/39	345,000.00	5.375%	242,372.50	587,372.50	8,295,000.00
11/01/39			233,100.63	233,100.63	8,295,000.00
05/01/40	365,000.00	5.375%	233,100.63	598,100.63	7,930,000.00
11/01/40			223,291.25	223,291.25	7,930,000.00
05/01/41	385,000.00	5.375%	223,291.25	608,291.25	7,545,000.00
11/01/41			212,944.38	212,944.38	7,545,000.00
05/01/42	405,000.00	5.375%	212,944.38	617,944.38	7,140,000.00
11/01/42			202,060.00	202,060.00	7,140,000.00
05/01/43	430,000.00	5.375%	202,060.00	632,060.00	6,710,000.00
11/01/43			190,503.75	190,503.75	6,710,000.00
05/01/44	450,000.00	5.375%	190,503.75	640,503.75	6,260,000.00
11/01/44			178,410.00	178,410.00	6,260,000.00
05/01/45	480,000.00	5.700%	178,410.00	658,410.00	5,780,000.00
11/01/45			164,730.00	164,730.00	5,780,000.00
05/01/46	505,000.00	5.700%	164,730.00	669,730.00	5,275,000.00
11/01/46			150,337.50	150,337.50	5,275,000.00
05/01/47	535,000.00	5.700%	150,337.50	685,337.50	4,740,000.00
11/01/47			135,090.00	135,090.00	4,740,000.00
05/01/48	565,000.00	5.700%	135,090.00	700,090.00	4,175,000.00
11/01/48			118,987.50	118,987.50	4,175,000.00

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	600,000.00	5.700%	118,987.50	718,987.50	3,575,000.00
11/01/49			101,887.50	101,887.50	3,575,000.00
05/01/50	635,000.00	5.700%	101,887.50	736,887.50	2,940,000.00
11/01/50			83,790.00	83,790.00	2,940,000.00
05/01/51	675,000.00	5.700%	83,790.00	758,790.00	2,265,000.00
11/01/51			64,552.50	64,552.50	2,265,000.00
05/01/52	710,000.00	5.700%	64,552.50	774,552.50	1,555,000.00
11/01/52			44,317.50	44,317.50	1,555,000.00
05/01/53	755,000.00	5.700%	44,317.50	799,317.50	800,000.00
11/01/53			22,800.00	22,800.00	800,000.00
05/01/54	800,000.00	5.700%	22,800.00	822,800.00	-
Total	11,970,000.00		12,794,317.60	24,764,317.60	

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Off-Roll Assessments - Assessment Area 1

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
TH	210	\$ 750.17	\$ 824.99	\$ 1,575.16	n/a
SF	394	750.17	1,649.99	2,400.16	n/a
Total	604				

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

4A

NEWS-LEADER
Published Weekly
P.O. Box 16766 (904) 261-3696
Fernandina Beach, Nassau County, Florida 32035

STATE OF FLORIDA
COUNTY OF NASSAU:

Before the undersigned authority personally appeared
Foy R. Maloy, Jr

Who on oath says that (s)he is the Publisher of the
Fernandina Beach News-Leader, a weekly newspaper published at
Fernandina Beach in Nassau County, Florida; that the attached
copy the advertisement, being a DISPLAY LEGAL NOTICE in the
matter of

LIBERTY COVE CDD

Was published in said newspaper in the issue(s) of

08/07/2024
LEGAL DISPLAY

Affiant further says that the said News-Leader is
a newspaper published at Fernandina Beach, in said Nassau
County, Florida and that the said newspaper has heretofore been
continuously published in said Nassau County, Florida, each week
and has been entered as second class mail matter at the post office
in Fernandina Beach in said Nassau County, Florida, for a period
of one year preceding the first publication of the attached copy
of advertisement; and Affiant further says that (s)he has neither paid
nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Sworn to and subscribed to before me
This 7th day of August, A.D. 2024

Brooke Bird, Notary Public

BB Personally Known



LIBERTY COVE COMMUNITY D

NOTICE OF CONTINUED PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPT ENFORCEMENT OF THE SAME; AND NOTICE OF SPECI

The Board of Supervisors ("Board") for the Liberty Cove Community Development District

DATE: August 28, 2024
TIME: 1:00 PM
LOCATION: Nassau County Chamber of Commerce
961687 Gateway Blvd, Suite 100
Fernandina Beach, Florida 32035

The first public hearing, which was previously noticed for July 24, 2024, has been continued to receive public comment and objections on the District's proposed budget for the fiscal year ending September 30, 2025 ("FY 2025"). The second public hearing is being held pursuant to the District's authority to impose and maintain special assessments ("O&M Assessments") upon the lands located within the District for the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of the same. The Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. The Board may consider any other District business that may come before it at this time.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the fiscal year and maintenance budget. A description of the services to be funded by the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the proposed map attached hereto. The table below shows the schedule of the proposed

Land Use	Total Units / Acres
Undeveloped Land	319.49 Acres

*includes collection costs and early payment discounts

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts. The District will collect the O&M Assessments on the tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the District may, at its discretion, collect the O&M Assessments on the tax bill. The District's decision to collect O&M Assessments on the tax bill, or another criterion within Section 197.3632(4), Florida Statutes, is met. Note, the O&M Assessments will be collected by the District, if any.

For FY 2025, the District intends to have the County Tax Collector collect the O&M Assessments on the remaining benefitted property, if any, by sending out a bill no later than 15 days prior to the public hearing. Failure to pay will cause a tax certificate to be issued against the property which may result in a lien against the property. The District's decision to collect O&M Assessments on the tax bill, or another criterion within Section 197.3632(4), Florida Statutes, is met. Note, the O&M Assessments will be collected by the District, if any.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the District's assessment roll, and the agenda for the public hearings and meeting may be obtained at the District Manager's Office, 961687 Gateway Blvd, Suite 100, Fernandina Beach, Florida 32035. ("District Manager's Office") <https://libertycovecdd.net/>. The public hearings and meeting may be continued in progress from one public hearing or meeting. There may be occasions when staff or board members may participate in the public hearing or meeting.

Any person requiring special accommodations at the public hearings or meeting because of a physical or mental disability should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings and meeting. If you are hearing or speech impaired, call 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District.

Please note that all affected property owners have the right to appear at the public hearing or meeting. Each person who decides to appear at the public hearing or meeting is advised that person will need a record of proceedings and transcript of proceedings is made, including the testimony and evidence upon which such appeal is to be decided.



LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF CONTINUED PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF SPECIAL BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Liberty Cove Community Development District ("District") will hold the following public hearings and special meeting:

DATE: August 28, 2024
TIME: 1:00 PM
LOCATION: Nassau County Chamber of Commerce
961687 Gateway Blvd, Suite 101-G
Fernandina Beach, Florida 32034

The first public hearing, which was previously noticed for July 24, 2024, has been continued to August 28, 2024, and is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("FY 2025"). The second public hearing is being held pursuant to Chapters 190, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2025; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A special Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total Units / Acres	ERU Factor	Proposed Annual O&M Assessment*
Undeveloped Land	319.49 Acres	1.89	\$1,524.95

*includes collection costs and early payment discounts

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT RESIDENTIAL UNIT ("ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Nassau County ("County") Tax Collect on the tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

For FY 2025, the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments on the remaining benefitted property, if any, by sending out a bill no later than November of this year. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

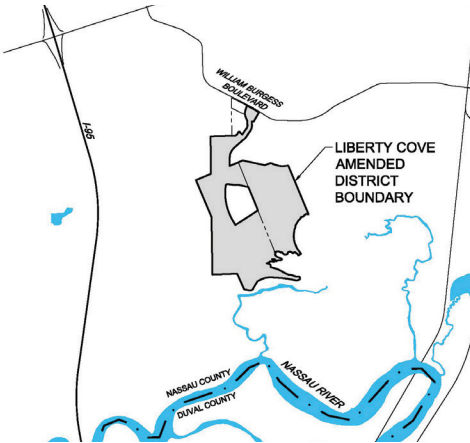
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://libertycovecdd.net/>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings and meeting. 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), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based.

District Manager



LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

4B


STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

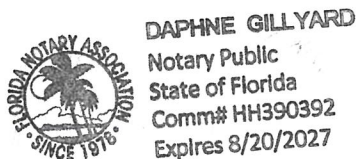
BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as and/or assist the Financial Analyst for the Liberty Cove Community Development District ("**District**"). Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on August 2, 2024, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in the letters or list, if any, included in **Exhibit A** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

FURTHER AFFIANT SAYETH NOT.


By: Curtis Marcoux

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 2nd day of August 2024, by Curtis Marcoux, for Wrathell, Hunt and Associates LLC, who ☐ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☒ did not take an oath.



NOTARY PUBLIC



Print Name: Daphne Gillyard
Notary Public, State of Florida
Commission No.: HH390392
My Commission Expires: 8/20/2027

EXHIBIT A: Copies of Forms of Mailed Notices, including Addresses

Liberty Cove Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013
THIS IS NOT A BILL – DO NOT PAY

August 2, 2024

VIA FIRST CLASS U.S. MAIL

LIBERTY COVE NASSAU LLC
12443 SAN JOSE BLVD, SUITE 504
JACKSONVILLE, FL 32223
PARCEL ID: 45-2N-27-0000-0002-0000, 45-2N-27-0000-0001-0000

RE: Liberty Cove Community Development District
FY 2025 Budget and O&M Assessments

Dear Property Owner:

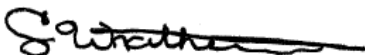
Pursuant to Florida law, the Liberty Cove Community Development District ("**District**") will be holding a meeting and public hearing(s) for the purposes of (i) continuation of the public hearing adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), and (ii) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget as follows:

DATE: August 28, 2024
TIME: 1:00 P.M.
LOCATION: Nassau County Chamber of Commerce,
961687 Gateway Blvd., Suite 101-G,
Fernandina Beach, FL 32034

The proposed O&M Assessment information for your property, schedule of assessments, and total revenue to be collected to fund the Proposed Budget for FY 2025 is set forth in **Exhibit A** attached hereto. The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget, assessment roll, and the agenda for the public hearings and meeting may be obtained by contacting the offices of the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, 561-571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings or meeting. 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), for aid in contacting the District.

All affected property owners have the right to appear and comment at the public hearings and meeting and may file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the District's Board of Supervisors with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based.

Sincerely,



Craig Wrathell
District Manager

EXHIBIT A
Summary of O&M Assessments – FY 2025

1. **Proposed Budget / Total Revenue.** From all O&M Assessments levied to fund the Proposed Budget, the District expects to collect no more than **\$487,207** in gross revenue.
2. **Unit of Measurement.** O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Residential Unit (“**ERU**”) basis for platted lots.

3. **Schedule of O&M Assessments:**

Land Use	Total Units / Acres	ERU Factor	Proposed Annual O&M Assessment*
Undeveloped Land	319.49 Acres	1.89	\$1,524.95

**includes collection costs and early payment discounts*

Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4) is met.

4. **Collection.** By operation of law, each year’s O&M Assessment constitutes a lien against the property levied on, just as do each year’s property taxes. For FY 2025, the District intends to have the Nassau County (“**County**”) Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property, if any, by sending out a bill no later than November of this year. For delinquent assessments initially billed directly by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s County tax bill. **IT IS IMPORTANT TO PAY YOUR O&M ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE OR, FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION WHICH ALSO MAY RESULT IN A LOSS OF TITLE.** The District’s decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

4C

RESOLUTION 2024-12
[FY 2025 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

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

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

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

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

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.
 - b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2025 installment, if any, of the District's previously levied debt service special assessments ("**Debt Assessments**," and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
- a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be

collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

- i. *Due Date (O&M Assessments)*. O&M Assessments directly collected by the District shall be due and payable in full on December 1, 2024; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2024, 25% due no later than February 1, 2025 and 25% due no later than May 1, 2025.
 - ii. *Due Date (Debt Assessments)*. Debt Assessments directly collected by the District shall be due and payable in full on December 1, 2024; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2024, 25% due no later than February 1, 2025, and 25% due no later than May 1, 2025
 - iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.
- c. **Future Collection Methods**. The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in

future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

PASSED AND ADOPTED this 28th day of August, 2024.

ATTEST:

**LIBERTY COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

LIBERTY COVE

COMMUNITY DEVELOPMENT DISTRICT

5

**LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 BUDGET FUNDING AGREEMENT**

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2024, by and between:

Liberty Cove Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Nassau County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Liberty Cove Nassau, LLC, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 12443 San Jose Blvd., Suite 504, Jacksonville, Florida 32223.

Recitals

WHEREAS, the District was established by an ordinance adopted by the County Commission of Nassau County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2024/2025, which year commences on October 1, 2024, and concludes on September 30, 2025 (the "FY 2025 Budget"); and

WHEREAS, the FY 2025 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2025 Budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

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

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2025 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2025 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2025 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2025 Budget" in the public records of Nassau County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may

partially release any filed Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Nassau County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Nassau County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

SECTION 6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2025 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2025 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2025 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Nassau County, Florida.

SECTION 10. 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 the doubtful language will not be interpreted or construed against any party.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

ATTEST:

**LIBERTY COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LIBERTY COVE NASSAU, LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

Exhibit A: Fiscal Year 2024/2025 Budget

Exhibit B: Description of the Property

LIBERTY COVE

COMMUNITY DEVELOPMENT DISTRICT

6

LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(Assessment Area One Project)

The undersigned, a Responsible Officer of the Liberty Cove Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of August 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of August 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **1**
- (B) Name of Payee: **Liberty Cove Nassau, LLC**
- (C) Amount Payable: **\$1,608,989.35**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of certain infrastructure improvements located in and related to Liberty Cove Phase 1, Units One and Two Earthwork**
- (E) Account from which disbursement to be made: **2024 Acquisition and Construction Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area One Project;
4. each disbursement represents a Cost of the Assessment Area One Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to

receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

LIBERTY COVE COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer


Date: 08/26/24

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the Assessment Area One Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the Assessment Area One Project improvements being acquired from the proceeds of the Series 2024 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Assessment Area One Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Assessment Area One Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Assessment Area One Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

 8/26/24
District Engineer

CERTIFICATE OF INCUMBENCY

I, the undersigned of Liberty Cove Community Development District, the (“Company”), certify that the individuals named hereon are qualified and authorized to act on behalf of the (“Company”), and that the signatures opposite the names and titles of said individuals are genuine. U.S. Bank National Association is authorized to recognize these signatures as the **Authorized Representatives of the (“Company”), until written instructions to the contrary are received.**

Name	Title	Signature
<u>Greg Matovina</u>	<u>Chairman</u>	
<u>Craig Wrathell</u>	<u>Assistant Secretary</u>	

IN WITNESS WHEREOF, I have executed this certificate on the 23rd day of August 2024.

By _____
Jeffrey Pinder

Title: Assistant Treasurer

(Note: the party signing at the bottom may NOT be a signer in the body)

BILL OF SALE
LIBERTY COVE PHASE 1, UNITS ONE AND TWO EARTHWORK IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that **Liberty Cove Nassau LLC**, a Florida limited liability company, whose mailing address for purposes hereof is 12443 San Jose Blvd., Suite 504, Jacksonville, Florida 32223 ("**Seller**") for good and valuable consideration paid by **Liberty Cove Community Development District**, a unit of special purpose local government established pursuant to Chapter 190, *Florida Statutes*, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered to the District, its successors, heirs, executors, administrators and assigns forever, the following described property, assets and rights, to-wit:

- a. Those improvements described in **Exhibit A ("Improvements")**, attached hereto and incorporated herein by this reference; and
- b. All of the right, title, interest, and benefit of Seller, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements, by contract and in statute, and without waiving any right to enforcement of latent or patent defects, if any; and
- c. All goodwill associated with the foregoing.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described Improvements; that said Improvements are free from all liens and encumbrances; that Seller has good right to sell said Improvements; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the production of the Improvements have been paid in full; and that Seller will warrant and defend the sale of its said Improvements hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

The Seller represents that it has no knowledge of any latent or patent defects in the Improvements, and hereby assigns, transfers and conveys to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

By execution of this document, the Seller affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of District's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this ____ day of August, 2024.

Signed, sealed and delivered by:
Liberty Cove Nassau, LLC,
a Florida limited liability company

By: Gregory E. Matovina
Print Name: Gregory E. Matovina, As President of
Its: Manager Matovina &
Company

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15th day of August, 2024, by Gregory E. Matovina as President of Matovina & Company, Manager of Liberty Cove Nassau, LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.

Sharon A. Hudson
Notary Public, State of Florida

Exhibit A: Description of Improvements



SHARON A. HUDSON
Commission # HH 460421
Expires December 11, 2027

EXHIBIT A
LIBERTY COVE PHASE 1, UNITS ONE AND TWO EARTHWORK IMPROVEMENTS
Description of Improvements

Earthwork

Contractor: Smith Trucking Company, Inc.

Contract Title & Date: Agreements Between Owner and Contractor for Construction Contract (Stipulated Price) – Liberty Cove Units 1, 3, R/W and Honor Way Project both dated December 27, 2023

All earthwork and surface water management improvements, excluding underground, associated with the District's stormwater system, including but not limited to associated lake excavation and grading, perimeter berm, conveyance swales, and erosion control measures as depicted in the plans identified as the Liberty Cove Ph1 Mod (SP-23-037) prepared by Connelly and Wicker, Inc., approved March 19, 2024

CDD Eligible Costs	Amount Paid to Date	Retainage/ Cost to Complete
\$1,787,765.94	\$1,608,989.35	\$178,776.59

*Note: 10% retainage withheld

AFFIDAVIT REGARDING COSTS PAID
LIBERTY COVE PHASE 1, UNITS ONE AND TWO EARTHWORK IMPROVEMENTS

STATE OF Florida
COUNTY OF Duval

I, Gregory E. Matovina, President of Matovina & Company, Manager of Liberty Cove Nassau, LLC, a Florida limited liability company ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this Affidavit.
2. My name is Gregory E. Matovina and I am employed by Matovina & Company as President and Matovina & Company is employed by the Developer as its Manager. I have authority to make this Affidavit on behalf of the Developer.
3. Developer is the developer of certain lands within the Liberty Cove Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Agreement Regarding the Acquisition of Certain Work Product and Infrastructure* dated August 14, 2024 ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 15th day of August, 2024.

LIBERTY COVE NASSAU, LLC

Gregory E. Matovina
Name: Gregory E. Matovina, Pres. of Matovina & Company
Title: Manager

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of August, 2024 by Gregory E. Matovina as President of Matovina & Company, Manager of Liberty Cove Nassau, LLC, and with authority to execute the foregoing on behalf of the entities identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



SHARON A. HUDSON
Commission # HH 460421
Expires December 11, 2027

Sharon A. Hudson
NOTARY PUBLIC, STATE OF FLORIDA

Name: Sharon A. Hudson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A – Description of Improvements

EXHIBIT A
LIBERTY COVE PHASE 1, UNITS ONE AND TWO EARTHWORK IMPROVEMENTS
Description of Improvements

Earthwork

Contractor: Smith Trucking Company, Inc.

Contract Title & Date: Agreements Between Owner and Contractor for Construction Contract (Stipulated Price) – Liberty Cove Units 1, 3, R/W and Honor Way Project both dated December 27, 2023

All earthwork and surface water management improvements, excluding underground, associated with the District's stormwater system, including but not limited to associated lake excavation and grading, perimeter berm, conveyance swales, and erosion control measures as depicted in the plans identified as the Liberty Cove Ph1 Mod (SP-23-037) prepared by Connelly and Wicker, Inc., approved March 19, 2024

CDD Eligible Costs	Amount Paid to Date	Retainage/ Cost to Complete
\$1,787,765.94	\$1,608,989.35	\$178,776.59

*Note: 10% retainage withheld

August 16, 2024

Liberty Cove Community Development District
c/o Ernesto Torres, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Acquisition of Liberty Cove CDD Public Infrastructure Improvements – *Phase 1, Units One and Two*
Earthwork

Dear Ernesto,

Pursuant to the *Agreement Regarding the Acquisition of Certain Work Product and Infrastructure* dated August 14, 2024 ("**Acquisition Agreement**"), you are hereby notified that Liberty Cove Nassau, LLC ("**Developer**") has completed and wishes to sell ("**Sale**") to the Liberty Cove Community Development District ("**District**") certain earthwork improvements ("**Improvements**"), all as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, the District agrees to pay from bond proceeds the amount of \$1,787,765.94, of which \$1,608,989.35 may be paid immediately, and the remaining \$178,776.79, which may be paid upon proof of payment for the same, which represents the actual cost of constructing and/or creating the Improvements less any amounts for which the Developer may have been reimbursed from other sources.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The Developer agrees to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

Agreed to by:
**LIBERTY COVE COMMUNITY
DEVELOPMENT DISTRICT**

LIBERTY COVE NASSAU, LLC

Name: _____
Title: _____



Name: Gregory E. Metovina, Pres. of Metovina &
Title: Manager Company

EXHIBIT A
LIBERTY COVE PHASE 1, UNITS ONE AND TWO EARTHWORK IMPROVEMENTS
Description of Improvements

Earthwork

Contractor: Smith Trucking Company, Inc.

Contract Title & Date: Agreements Between Owner and Contractor for Construction Contract (Stipulated Price) – Liberty Cove Units 1, 3, R/W and Honor Way Project both dated December 27, 2023

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CDD Eligible Costs	Amount Paid to Date	Retainage/ Cost to Complete
\$1,787,765.94	\$1,608,989.35	\$178,776.59

*Note: 10% retainage withheld

ACKNOWLEDGMENT AND RELEASE
LIBERTY COVE PHASE 1, UNITS ONE AND TWO EARTHWORK IMPROVEMENTS

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the 16th day of August, 2024, by **Smith Trucking Company, Inc.**, with offices located at 51 Ellis Street, Unit 101, St. Augustine, FL 32095 ("Contractor"), in favor of the **Liberty Cove Community Development District ("District")**, which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to those certain Agreements Between Owner and Contractor for Construction Contract (Stipulated Price) – Liberty Cove Units 1, 3, R/W and Honor Way Project ("Contract") both dated December 27, 2023 and between Contractor and Liberty Cove Nassau, LLC, a Florida limited liability company ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer may in the future convey certain Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

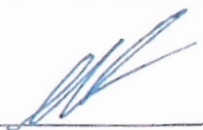
SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

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SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

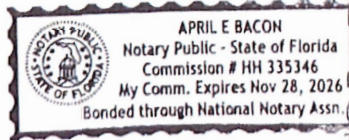
SMITH TRUCKING COMPANY, INC.


By: Thad Guerra
Its: Comptroller

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of August, 2024, by Thad Guerra as Comptroller of Smith Trucking Company, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



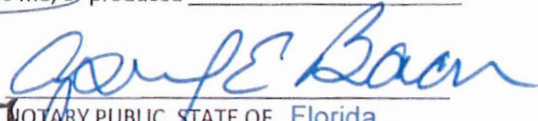

NOTARY PUBLIC, STATE OF Florida
Name: April E. Bacon
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A
LIBERTY COVE PHASE 1, UNITS ONE AND TWO EARTHWORK IMPROVEMENTS
Description of Improvements

Earthwork

Contractor: Smith Trucking Company, Inc.

Contract Title & Date: Agreements Between Owner and Contractor for Construction Contract (Stipulated Price) – Liberty Cove Units 1, 3, R/W and Honor Way Project both dated December 27, 2023

All earthwork and surface water management improvements, excluding underground, associated with the District's stormwater system, including but not limited to associated lake excavation and grading, perimeter berm, conveyance swales, and erosion control measures as depicted in the plans identified as the Liberty Cove Ph1 Mod (SP-23-037) prepared by Connelly and Wicker, Inc., approved March 19, 2024

CDD Eligible Costs	Amount Paid to Date	Retainage/ Cost to Complete
\$1,787,765.94	\$1,608,989.35	\$178,776.59

***Note: 10% retainage withheld**

DISTRICT ENGINEER'S CERTIFICATE
LIBERTY COVE PHASE 1, UNITS ONE AND TWO EARTHWORK IMPROVEMENTS
August 21, 2024

Board of Supervisors
Liberty Cove Community Development District

Re: Liberty Cove Community Development District (Nassau County, Florida)
Acquisition of Improvements – [Phase 1] Earthwork

Ladies and Gentlemen:

The undersigned, a representative of Connelly & Wicker, LLC ("**District Engineer**"), as engineer for the Liberty Cove Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition of improvements ("**Improvements**"), as further described in **Exhibit A**, and in a "**Bill of Sale**" dated on or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have inspected the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the *Agreement Regarding the Acquisition of Certain Work Product and Infrastructure* dated August 14, 2024, and are therefore part of the District's Capital Improvement Program.
3. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

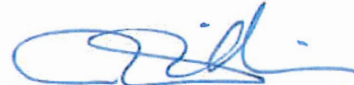
[CONTINUED ON NEXT PAGE]

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 21st day of August, 2024.

CONNELLY & WICKER, LLC



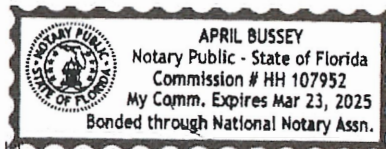
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Florida Registration No. 3650

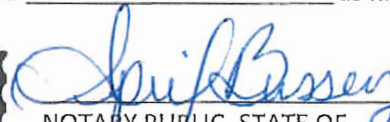
District Engineer

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 21st day of August, 2024, by Justin Williams as District Engineer of Connelly & Wicker, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)



NOTARY PUBLIC, STATE OF Florida

Name: April Bussey

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A
LIBERTY COVE PHASE 1, UNITS ONE AND TWO EARTHWORK IMPROVEMENTS
Description of Improvements

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CDD Eligible Costs	Amount Paid to Date	Retainage/ Cost to Complete
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*Note: 10% retainage withheld

LIBERTY COVE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIBERTY COVE COMMUNITY DISTRICT APPROVING THE ACQUISITION OF WORK PRODUCT; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Liberty Cove Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District which plan is detailed in the District's *Liberty Cove Community Development District Improvement Plan*, dated September 23, 2021, as supplemented by the *First Supplemental Engineer's Report*, dated March 11, 2024 ("**Capital Improvement Plan**," or "**CIP**"); and

WHEREAS, the District and Liberty Cove Nassau, LLC ("**Developer**") entered into that certain *Agreement Regarding the Acquisition of Certain Work Product and Infrastructure*, dated August 14, 2024 which sets forth the process by which the District may acquire the improvements and work product comprising the CIP; and

WHEREAS, the Developer has advanced, funded, commenced and completed the preparation of certain engineering plans and permits for Phase 1 including, but not limited to, certain engineering, wetland mitigation costs, surveying and other associated consultant and permitting costs related to the CIP (the "**Work Product**"); and

WHEREAS, at this time, the Developer wishes to sell to the District, and the District desires to acquire, the Work Product.

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

1. RECITALS. All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

2. AUTHORIZATION FOR ACQUISITION OF WORK PRODUCT. The Board of Supervisors ("**Board**") hereby authorizes the acquisition of the Work Product and authorizes the Chairman to work with District staff to specifically identify the Work Product and prepare and

execute the required documentation to provide for the acquisition and conveyance of the Work Product to the District.

3. GENERAL AUTHORIZATION. The Board and staff are hereby authorized and directed to do all such acts and things, and to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of this Resolution, and all such actions which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The Vice Chairperson shall be authorized to undertake any action herein authorized to be taken by the Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Further, each Assistant Secretary and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on any documents which may be necessary or helpful in connection with the intent of this Resolution.

4. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of August, 2024.

ATTEST:

**LIBERTY COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

10

Memorandum

To: Board of Supervisors

From: District Management

Date: August 28, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

LIBERTY COVE

COMMUNITY DEVELOPMENT DISTRICT

11

RESOLUTION 2024-01

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY
ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Liberty Cove Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Nassau County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT:**

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located within Nassau County, Florida.

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

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**LIBERTY COVE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LIBERTY COVE

COMMUNITY DEVELOPMENT DISTRICT

12

RESOLUTION 2024-02

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE
LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Liberty Cove Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Nassau County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**LIBERTY COVE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Nassau County Chamber of Commerce 961687 Gateway Blvd., Suite 101-G, Fernandina Beach, Florida 32034</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 23, 2024	Regular Meeting	1:00 PM
November 5, 2024	Landowners' Meeting	1:00 PM
May 28, 2025	Regular Meeting	1:00 PM
July 23, 2025	Public Hearing & Regular Meeting	1:00 PM

***Exception**

There will be no Regular Meeting in November due to the Thanksgiving Day holiday.