

# **LIBERTY COVE**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**May 28, 2025**

**BOARD OF SUPERVISORS**

**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**

May 21, 2025

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 Regular Meeting on May 28, 2025 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. Administration of Oath of Office to Elected Supervisor [Matt Roberts - Seat 2] *(the following will be provided in a separate package)*
  - A. Required Ethics Training and Disclosure Filing
    - Sample Form 1 2023/Instructions
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Ratification of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-05, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
6. Consideration of Resolution 2025-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
7. Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

**ATTENDEES:**

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

8. Consideration of Resolution 2025-03, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
9. Consideration of Resolution 2025-04, Designating the Location of the Local District Records Office and Providing an Effective Date
10. Ratification Items
  - A. Liberty Cove Nassau, LLC Quit Claim Deed
  - B. Atmos Living Management Group, LLC Agreement for Amenity Management Services
11. Acceptance of Unaudited Financial Statements as of April 30, 2025
12. Approval of March 27, 2025 Regular Meeting Minutes
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: July 23, 2025 at 1:00 PM [Adoption of FY26 Budget]
  - 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 (904) 295-5714.

Sincerely,



Ernesto Torres  
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**

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**LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

**ACKNOWLEDGMENT OF OATH BEING TAKEN**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Liberty Cove Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

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MAILING ADDRESS: ☐ Home ☐ Office County of Residence \_\_\_\_\_

\_\_\_\_\_  
Street Phone Fax

\_\_\_\_\_  
City, State, Zip Email Address

# **LIBERTY COVE**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **4**

**RESOLUTION 2025-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR 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; and

**WHEREAS**, the District’s Board of Supervisors of the District desires to elect and remove certain Officers of the District.

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

**SECTION 1.** The following is/are elected as Officer(s) of the District effective March 27, 2025:

Gregory Matovina is appointed Chair

Chris B. Wood is appointed Vice Chair

Matt Roberts is appointed Assistant Secretary

Brendan Moran is appointed Assistant Secretary

Patrick A. Howell is appointed Assistant Secretary

Felix Rodriguez is appointed Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of March 27, 2025:

\_\_\_\_\_

**SECTION 3.** The following prior appointments By the Boar remain unaffected by this Resolution.

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED** this 27th day of March, 2025.

ATTEST:

**LIBERTY COVE COMMUNITY  
DEVELOPMENT DISTRICT**

  
Secretary/Assistant Secretary

  
Chair/Vice Chair, Board of Supervisors

# **LIBERTY COVE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

## RESOLUTION 2025-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Liberty Cove Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: July 23, 2025

HOUR: 1:00 p.m.

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

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Nassau County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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 immediately upon adoption.

**PASSED AND ADOPTED** this 28th day of May, 2025.

ATTEST:

**LIBERTY COVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget

**Exhibit A:**      Proposed Budget

**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
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**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: off-roll	\$ 453,103	\$ -	\$ 453,103	\$ 453,103	\$453,103
Landowner contribution	(3)	36,722	-	36,722	5,497
Total revenues	453,100	36,722	453,103	489,825	458,600
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	4,306	-	4,306	4,306	4,306
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal	25,000	72	24,928	25,000	25,000
Engineering	2,000	225	1,775	2,000	2,000
Audit	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	417	583	1,000	1,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,500	289	1,211	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,600	5,814	-	5,814	5,600
Contingencies/bank charges	500	431	69	500	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
DTS Software	-	-	-	-	2,000
Total professional & administrative	101,196	27,714	73,696	101,410	103,196
<b>Field operations</b>					
Landscape maintenance	120,000	-	120,000	120,000	120,000
Landscape contingency	6,000	-	6,000	6,000	6,000
Irrigation repairs	5,000	-	5,000	5,000	5,000
Irrigation water	9,000	-	9,000	9,000	9,000
Entry monuments					
Electric	3,600	-	3,600	3,600	3,600
Maintenance & repairs	7,200	-	7,200	7,200	7,200
Irrigation repairs	3,000	-	3,000	3,000	3,000
Irrigation water	4,200	-	4,200	4,200	4,200
Aquatic maintenance	27,000	-	27,000	27,000	27,000
Road maintenance	25,000	-	25,000	25,000	25,000
Streetlight utilities	21,000	-	21,000	21,000	21,000
Total field operations	231,000	-	231,000	231,000	231,000

**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
<b>Amenity center</b>					
Utilities					
Electric	1,800	-	1,800	1,800	1,800
Potable water	1,200	-	1,200	1,200	1,200
Reclaim water	4,200	-	4,200	4,200	4,200
Trash removal	6,000	-	6,000	6,000	6,000
Access cards	3,000	-	3,000	3,000	3,000
Facility management	21,000	-	21,000	21,000	21,000
Landscape mainenance	15,000	-	15,000	15,000	15,000
Landscape seasonal (annuals & pine stra	4,000	-	4,000	4,000	4,000
Landscape contingency	1,000	-	1,000	1,000	1,000
Pool service	9,000	-	9,000	9,000	9,000
Pool repairs	4,000	-	4,000	4,000	4,000
Pool chemicals	6,000	-	6,000	6,000	6,000
Janitorial services	6,000	-	6,000	6,000	6,000
Janatorial supplies	3,200	-	3,200	3,200	3,200
Repairs & maintenance	3,000	-	3,000	3,000	3,000
Maintenance reserves	10,000	-	10,000	10,000	10,000
Special events	6,000	-	6,000	6,000	6,000
Holiday decorations	3,000	-	3,000	3,000	3,000
Insurance: property	12,000	-	12,000	12,000	12,000
O&M Accounting	-	-	-	-	3,500
Contingency	1,504	-	1,504	1,504	1,504
Total Amenity	120,904	-	120,904	120,904	124,404
Total expenditures	453,100	27,714	425,600	453,314	458,600
Excess/(deficiency) of revenues over/(under) expenditures	-	9,008	27,503	36,511	-
Fund balance - beginning (unaudited)	-	(13,265)	(4,257)	(13,265)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(4,257)	23,246	23,246	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (4,257)</u>	<u>\$ 23,246</u>	<u>\$ 23,246</u>	<u>\$ -</u>

\*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**

<b>EXPENDITURES</b>	<b>FY 2025</b>
<b>Professional &amp; administrative</b>	
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
<b>Wrathell, Hunt and Associates, LLC</b> (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	
Tax collector	-

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

DTS Software	2,000
EMMA Filing Assistance Software to file Annual Reports, Quarterly Reports and listed event filings through Municipal Securities Rulemaking Boards Electronics Municipal Market Access system.	
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
O&M Accounting	3,500
Contingency	1,504
Total expenditures	<u><u>\$458,600</u></u>

**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2024  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
<b>REVENUES</b>					
Special assessment: off-roll	\$ 823,344	\$ -	\$ 823,344	\$ 823,344	\$ 823,344
Interest	-	14,776	-	14,776	-
Total revenues	823,344	14,776	823,344	823,344	823,344
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	170,000	-	170,000	170,000	175,000
Interest	468,208	140,280	327,928	468,208	647,695
Total debt service	638,208	140,280	497,928	638,208	822,695
<b>Other fees &amp; charges</b>					
Costs of issuance	-	42,000	-	42,000	-
Trustee	-	5,925	-	5,925	-
Total other fees & charges	-	47,925	-	47,925	-
Total expenditures	638,208	188,205	497,928	686,133	822,695
Excess/(deficiency) of revenues over/(under) expenditures	185,136	(173,429)	325,416	137,211	649
Fund balance:					
Beginning fund balance (unaudited)	963,622	1,017,347	843,918	1,017,347	1,154,558
Ending fund balance (projected)	<u>\$ 1,148,758</u>	<u>\$ 843,918</u>	<u>\$1,169,334</u>	<u>\$ 1,154,558</u>	<u>1,155,207</u>
Use of fund balance:					
Debt service reserve account balance (required)					(823,343)
Principal and Interest expense - November 1, 2026					(319,648)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 12,216</u>

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

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

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
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	-
<b>Total</b>	<b>11,800,000.00</b>		<b>12,326,110.00</b>	<b>24,126,110.00</b>	

**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

<b>Off-Roll Assessments - Assessment Area 1</b>
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<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2026 O&amp;M Assessment per Unit</u>	<u>FY 2026 DS Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>
TH	210	\$ 750.17	\$ 824.99	\$ 1,575.16	\$ 1,575.16
SF	394	750.17	1,649.99	2,400.16	2,400.16
<b>Total</b>	<b>604</b>				

# **LIBERTY COVE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2025-06**

**A RESOLUTION OF THE LIBERTY COVE COMMUNITY  
DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND  
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF  
SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026  
AND PROVIDING FOR 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 is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedules attached as **Exhibit A**, respectively.

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

**SECTION 1. ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District’s Board shall be held during Fiscal Year 2025/2026 as provided on the schedule attached hereto as **Exhibit A**.

**SECTION 2. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 28th day of May, 2025.

Attest:

**LIBERTY COVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 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 22, 2025	Regular Meeting	1:00 PM
March 25, 2026	Regular Meeting	1:00 PM
May 27, 2026	Regular Meeting	1:00 PM
July 22, 2026	Public Hearing & Regular Meeting	1:00 PM

# **LIBERTY COVE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2025-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Board of Supervisors of the Liberty Cove Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

**1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

**2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

**3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 28th day of May, 2025.

ATTEST:

**LIBERTY COVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Statewide Mutual Aid Agreement



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

**NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.**

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk or Deputy Clerk

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

By: \_\_\_\_\_

Council Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

## LIBERTY COVE

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: **05/28/2025**

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT** **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*

_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____

# **LIBERTY COVE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2025-03**

**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 \_\_\_\_\_, 2025.

ATTEST:

**LIBERTY COVE COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **LIBERTY COVE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RESOLUTION 2025-04**

**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 \_\_\_\_\_, 2025.

ATTEST:

**LIBERTY COVE COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**LIBERTY COVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS A**

**PREPARED BY AND RETURN TO:**

Gregory E. Matovina  
MATOVINA & COMPANY  
12443 San Jose Blvd, Ste 504  
Jacksonville, FL 32223

Note to Clerk: This Corrective Quit Claim Deed is being re-recorded to note a scrivener's error in that certain Quit Claim Deed dated May 7, 2025, and recorded in Official Records Book 2787, Page 266 of the Public Records of Nassau County, Florida, and more particularly to correct the reference of the County from Duval to Nassau.

**\*Corrective**  
**QUIT CLAIM DEED**

***THIS CORRECTIVE QUIT CLAIM DEED***, having an Effective Date of May 7<sup>th</sup>, 2025, and made by ***LIBERTY COVE NASSAU, LLC***, a Florida limited liability company, whose post office address is 12443 San Jose Boulevard, Suite 504, Jacksonville, FL 32223, hereinafter called Grantor, to ***LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT***, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose post office address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431, hereinafter called Grantee.

***WITNESSETH:*** That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise and quit claim unto the Grantee forever, all right, title, interest, claim and demand which the said Grantor has in and to the following described land, situate, lying and being in the County of Nassau, State of Florida, according to the plat of Liberty Cove Phase 1 Unit 1, as recorded in Plat Book 2768, Pages 1306, 1307, 1308 & 1309 of the current public records of Nassau County, Florida, to-wit:

- Tract "B" (Recreation/Open Space & Drainage Tract); *Parcel #45-2N-27-1205-000B-0000*
- Tract "C" (Recreation/Open Space & Drainage Tract); *Parcel #45-2N-27-1205-000C-0000*
- Tract "D" (Lift Station Buffer Tract); *Parcel #45-2N-27-1205-000D-0000*
- Tract "F" (Recreation/Open Space & Drainage Tract); *Parcel #45-2N-27-1205-000F-0000*
- Tract "G" (Pond, Drainage & Recreation/Open Space Tract); *Parcel #45-2N-27-1205-000G-0000*
- Tract "H" (Wetland Buffer Tract); *Parcel #45-2N-27-1205-000H-0000*
- Tract "I" (Wetland Buffer Tract); *Parcel #45-2N-27-1205-000I-0000*
- Tract "J" (Wetland Buffer Tract); *Parcel #45-2N-27-1205-000J-0000*
- Tract "K" (Wetland Conservation Tract); *Parcel #45-2N-27-1205-000K-0000*
- Tract "L" (Recreation/Open Space & Drainage Tract); *Parcel #45-2N-27-1205-000L-0000*
- Tract "M" (Recreation/Open Space & Drainage Tract); *Parcel #45-2N-27-1205-000M-0000*

***TO HAVE AND TO HOLD*** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, their heirs, successors and assigns forever.

**RESERVATION OF EASEMENT**

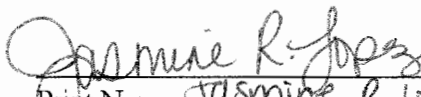
Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

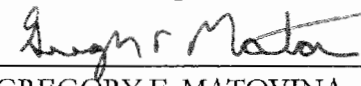
***NOTE TO EXAMINER:*** *This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.*


**IN WITNESS WHEREOF**, the said Grantor has set his hand and seal the day and year first above written.

*Signed, sealed, and delivered  
in our presence:*

**LIBERTY COVE NASSAU, LLC,**  
*a Florida limited liability company*  
By: **MATOVINA & COMPANY,**  
*a Florida corporation, Its Manager*

  
Print Name: Jasmine R. Lopez  
Address: 12443 San Jose Blvd. #504  
Jacksonville, FL 32223

By:   
GREGORY E. MATOVINA  
Its President

  
Print Name: Gregory E. Matovina  
Address: 12443 #504 San Jose Blvd  
Jacksonville, FL 32223

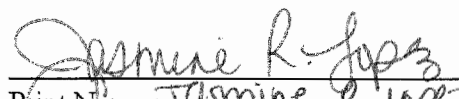
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
\_\_\_ online notarization, this 27<sup>th</sup> day of May 2025, by Gregory E. Matovina, President of Matovina &  
Company, a Florida corporation, being the Manager on behalf of Liberty Cove Nassau, LLC, a Florida limited  
liability company, and who is personally known to me.



JASMINE R. LOPEZ  
Commission # HH 655885  
Expires March 24, 2029

  
Print Name: Jasmine R. Lopez  
Notary Public, State of Florida  
My Commission Expires: 03/24/2029

**LIBERTY COVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS B**

**AGREEMENT BETWEEN LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT AND  
ATMOS LIVING MANAGEMENT GROUP, LLC FOR AMENITY MANAGEMENT SERVICES**

This Agreement ("Agreement") is made and entered into this 1 day of April 2025, 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

**Atmos Living Management Group, LLC**, a Florida limited liability company, with offices located at 310 Almond Street, Suite 126, Clermont, Florida 34711 ("Amenity Manager" or "Contractor").

**RECITALS**

**WHEREAS**, the District owns and operates a recreation center and associated areas ("Amenities"); and

**WHEREAS**, the District desires to retain an independent contractor to provide amenity management services as set forth in more detail on **Exhibit A** attached hereto ("Services"); and

**WHEREAS**, the District seeks to have the Services provided by Amenity Manager; and

**WHEREAS**, Amenity Manager has a background in providing the Services and is willing to provide such Services to the District in accordance with this Agreement; and

**WHEREAS**, the District desires to enter into a contractual relationship with Amenity Manager to provide the Services as described in this Agreement.

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

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

**2. SCOPE OF SERVICES.**

- i. Amenity Manager agrees to provide the Services as set forth in the Scope of Services attached hereto as **Exhibit A**, which is made a part hereof by this reference. To the extent that any provision of **Exhibit A** conflicts with any provision contained herein, the express terms of this Agreement shall control.
- ii. Should the District modify its staffing requirements related to the Services provided by Contractor under this Agreement, Contractor shall provide a revised Proposal that reflects these modifications, whether they would result in a net increase or net decrease in the staffing requirements) in its corresponding

Pricing for its Services under this Agreement. If such revised Proposal is accepted by the District, this Agreement, including any adjustments in the Compensation provided to Contractor, shall be amended accordingly, in writing in the form of an Addendum to this Agreement, and such Addendum to this Agreement shall be fully executed by both Parties.

**3. COMPENSATION.** For providing the Services, Amenity Manager will receive compensation in the amount described in **Exhibit A**. Amenity Manager shall provide, upon request, copies of employee time and attendance records documenting total hours worked. Amenity Manager shall invoice the District monthly for Services on the 25<sup>th</sup> day of each month. The District shall provide payment within thirty (30) days of receipt of invoices. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the parties.

**4. TERM; RENEWAL.** This Agreement shall become effective on April 1, 2025 and continue through September 30, 2025, unless terminated in accordance with Section 23 hereof. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

**5. GENERAL PROVISIONS.** The following general provisions shall apply to all services provided for under this Agreement:

- a. Notwithstanding anything else in this Agreement, Amenity Manager shall be accountable at all times to the Board for all services provided under this Agreement.
- b. Amenity Manager shall employ adequate personnel to discharge its obligations under this Agreement. Amenity Manager shall be the employer of such personnel; shall be responsible for all record keeping, salaries, fringe benefits, insurance and other employment-related costs; and shall supervise all such personnel in such manner as Amenity Manager deems necessary. Additionally, Amenity Manager shall be liable for the performance, or lack thereof, of its personnel and vendors that are within its control.
- c. Amenity Manager hereby agrees to cooperate with the District Manager and his or her staff with respect to all business with the District.
- d. The Amenity Manager shall be responsible for the Services, including the recruitment, selection and hiring of staff members. However, upon determination of the District that a staff member is not fulfilling his or her assigned duties in a satisfactory manner, the District, through its representative, shall confer with the Amenity Manager regarding the same and the Amenity Manager agrees to resolve such issues expeditiously.
- e. All purchases made by the Amenity Manager pursuant to this Agreement will be in accordance with and subject to the District's Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. No expenditure in excess of budgeted amounts may be made without prior

Board approval except in the event of an emergency, in which case the Amenity Manager shall submit such expenditure and the reason for the emergency expense to the District Manager.

- f. The Amenity Manager shall (i) provide equal treatment and access to the District's facilities to all residents and paid users, and (ii) maintain the assets of the District in a manner consistent with industry standards and direction from the Board.
- g. Every attempt shall be made to conduct periodic training and development of the on-site Contractor employees while on the District's property; however, on some occasions an employee may need to leave for training conducted elsewhere besides the District's property. Such absences shall be conducted in a manner that results in minimal-to-no impact on Contractor's day-to-day management of the Amenities.
- l. Contractor shall provide all needed uniforms for on-site staff, at its own expense. If the District prefers uniforms to be branded specifically for the community the expense will be billable.
- m. Contractor understands and agrees that office supplies shall be provided by the District in an amount not to exceed the District's adopted budget for such items, and should additional office supplies be needed, Contractor shall submit a written request to the District, and the District may approve or deny such request in its sole discretion.
- n. Contractor shall provide assistance in managing and administering the District's website and newsletters to ensure prompt, convenient and accurate information is published at no additional charge to the District.
- o. Contractor shall secure "preferred pricing" from vendors when possible, at no additional charge to the District.
- p. In the event of an unexpected or unforeseen absence by on-site staff, every attempt shall be made by Contractor to provide alternate staffing and avoid any disruption of the Services. However, staffing replacements cannot be reasonably guaranteed in each and every instance, due to either a lack of prior notice being provided to Contractor management and/or a lack of availability of suitable, local staffing substitutes. Should such absences result in a shift not being covered by other Contractor staff, Contractor shall provide a commensurate credit to the District as further provided herein.
- q. Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers

who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically.

**6. CARE OF THE PROPERTY.** The Amenity Manager shall use all due care to protect the property of the District, its residents, landowners and authorized guests from damage by Amenity Manager or its employees or agents. The Amenity Manager agrees to repair any damage resulting from the Services within a reasonable time. Any such repairs shall be at Amenity Manager's sole expense, unless otherwise agreed, in writing, by the District.

**7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In providing the Services, the Amenity Manager shall use effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Amenity Manager shall take any action necessary to promptly comply with any and all orders or requirements affecting the District's property unless the District specifically directs otherwise.

**8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS.** The Amenity Manager shall promptly and in no event within more than forty-eight (48) hours provide a written report as to all accidents, injuries or claims for damage relating to the District's property or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Amenity Manager otherwise, in writing.

**9. PERMITS, LICENSES, AND OTHER APPROVALS.** Unless the District expressly directs otherwise in writing, the Amenity Manager, at the District's expense, shall timely apply for, obtain, and maintain all applicable permits, licenses, certifications, consents, and other approvals for operation and management of the District's improvements under this Agreement and from all governmental agencies which have jurisdiction over the operation and management of the said improvements. The Amenity Manager, by applying for such permits, licenses, certifications, consents, and other approvals, does not in any way guarantee the approval of such applications. In the event an applicable permit, license, certification, consent, or other approval is not obtained for a particular service, or a permit, license, certificate, consent, or other approval necessary for a particular service is rescinded or revoked, the Amenity Manager shall immediately notify the District and shall not provide, and shall immediately abate the provision of, that service.

**10. ADHERENCE TO DISTRICT RULES AND POLICIES.** The Amenity Manager and its personnel shall be familiar with, and comply with, all District rules and policies, and further shall ensure that all persons using the Amenities are informed with respect to the rules and policies and ensure that said persons conform therewith. The Amenity Manager has the authority to have patrons, guests, and others who are failing to comply with District rules and policies removed from the Amenities only to the extent such authorization is set forth in the District's rules and policies and only to the extent the Amenity Manager acts in a manner consistent with the District's rules and policies. Such incidents shall be reported promptly to the District.

**11. INSURANCE.** Amenity Manager shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides

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

**12. INDEMNIFICATION.**

- A.** Amenity Manager agrees to defend, indemnify, and hold harmless the District and its supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part (i) the negligence or willful misconduct of the Amenity Manager or its employees and (ii) in connection with the Services to be performed by Amenity Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Amenity Manager to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Amenity Manager as jointly liable parties; however, Amenity Manager shall indemnify the District for any and all percentage of fault attributable to Amenity Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.
- C.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

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

**14. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Amenity Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**15. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the District and Amenity Manager relating to the subject matter of this Agreement.

**16. INDEPENDENT CONTRACTOR.** Amenity Manager and District agree that Amenity Manager is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Amenity Manager shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to the services contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

**17. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Amenity Manager.

**18. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Amenity Manager, both the District and Amenity Manager have complied with all the requirements of law, and both the District and Amenity Manager have full power and authority to comply with the terms and provisions of this Agreement.

**19. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

**A. If to Amenity Manager:** Atmos Living Management Group, LLC  
310 Almond Street, Suite 126  
Clermont, Florida 34711  
Attn: Todd Moseley

**B. If to District:** Liberty Cove Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: Ernesto Torres

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

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

other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

**21. ASSIGNMENT.** Neither the District nor Amenity Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignments attempted to be made by Amenity Manager without the prior written approval of the District are void.

**22. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Nassau County, Florida.

**23. TERMINATION.** The District may immediately terminate this Agreement, in whole or in part, for cause with notice to Amenity Manager. The District may terminate this Agreement, in whole or in part, for any reason and without cause by providing thirty (30) days written notice to Amenity Manager. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Upon any termination of this Agreement, Amenity Manager shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Amenity Manager. Upon termination of this Agreement, the Amenity Manager shall, as soon as practicable, but in no event later than the effective date of the termination: (i) deliver to the District all materials, equipment, tools and supplies, keys, contracts and other documents relating to the District's operations and the Services provided herein; (ii) vacate any portion of the District's property accessed by the Amenity Manager as a consequence of this Agreement; and (iii) furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Services hereunder. Within ten (10) days after the effective date of any such termination, Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination. Upon termination, the parties shall account to each other with respect to all matters outstanding as of the effective date of termination.

**24. PUBLIC RECORDS.** Amenity Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Amenity Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Amenity Manager acknowledges that the designated public records custodian for the District is Ernesto Torres ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Amenity Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public

Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Amenity Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Amenity Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Amenity Manager, the Amenity Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE AMENITY MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AMENITY MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, [GILLYARDD@WHHASSOCIATES.COM](mailto:GILLYARDD@WHHASSOCIATES.COM), OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

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

**26. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**28. NEGOTIATION AT ARM'S LENGTH.** 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**29. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**30. E-Verify.** The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

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

**32. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year shown below.

Attest:

LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:  
*Ernesto Torres*  
AE0196FB34D4464...  
Secretary/Assistant Secretary  
Print Name: Ernesto J. Torres

*Guillermo Matos*  
Chairman/Vice-Chairman, Board of Supervisors  
Date: 4/1/25

DocuSigned by:  
*Ernesto Torres*  
AE0196FB34D4464...  
Witness

Ernesto J. Torres

Print Name of Witness

ATMOS LIVING MANAGEMENT GROUP, LLC

DocuSigned by:  
*Todd Moseley*  
AE0196FB34D4464...  
By: *Todd Moseley*  
Print: Todd Moseley  
Its: President / CEO

Exhibit A: Scope of Services  
Exhibit B: Certificate of Services

**Exhibit A:**  
**Scope of Services**

# PROPOSAL & PRICING

Field Operations Management of the District common areas as outlined below:

SCOPE	PRICE	SERVICES
Portfolio Manager provided for scope as outlined below	Phase 1, unit 1 - \$1000/month flat. Phase 1, unit 2 - once Unit 2 begins, the monthly fee will increase to \$1500/month flat. Fees are billed the first (1st) of the month.	Additional services and fees as approved by the Board

- Implement all policies and procedures established by the District as they relate to the day-to-day maintenance and upkeep of all District assets.
- Act as the primary point of contact for the District Manager with respect to the oversight of District assets and common grounds.
- Report to and interact with District supervisors, staff and residents and ensure issues are addressed and resolved as able in a timely manner.
- Work with providers' management team to ensure compliance with contractual requirement and ensure necessary corrections to any performance deficiencies.
- Advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear-and-tear," natural disasters, vandalism, etc. and secure cost estimates for same.
- Work with District Engineer in acceptance of additional District Improvements.
- Maintain inventory control of all maintenance items and assets, including preparation of preventative maintenance programs.
- Stay informed of local, state and federal laws and how they relate to the District's property management.
- Assist in negotiating, obtaining proposals, bidding, and purchasing of contracted services, where permitted by the District's Board and/or District Manager.
- When necessary, coordinate RFPs for landscape maintenance and irrigation.
- Monitor and assess the performance of all maintenance contractors. Hold all service providers accountable to a high standard. Report to Board any remedial actions being taken to ensure proper performance and acceptable outcomes.
- Return communication to residents when necessary for all issues related but limited to; pond maintenance, landscaping, trash removal, street conditions, sidewalks concerns, dog waste stations, pool chemistry and maintenance, etc.
- Prepare and provide a written report that summarizes ongoing activity for upon request by the District Manager and attend District Meetings.

WWW.ATMOSLIVINGMC.COM

**Exhibit B:**  
**Certificate of Insurance**

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>11/06/2024</b>																					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																							
<b>PRODUCER</b> Pontell Insurance and Financial Group, Inc. 1484 Tusawilla Road Oviedo, FL 32765 License #: D051255	<b>CONTACT</b> NAME: JIM Tague PHONE: 407-696-1332 FAX: 407-696-1300 E-MAIL: JIM@PONTELLINSURANCE.COM ADDRESS:																						
<b>INSURED</b> ATMOS LIVING MANAGEMENT GROUP, LLC 310 Almond Street Ste 126 Clermont, FL 34711	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">DISBURSED/AFORDED COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>United States Liability Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B</td> <td>United States Liability Insurance Company</td> <td>25895</td> </tr> <tr> <td>INSURER C</td> <td>Employers Preferred Insurance Company</td> <td>25402</td> </tr> <tr> <td>INSURER D</td> <td>Travelers Casualty and Surety Company of America</td> <td>31194</td> </tr> <tr> <td>INSURER E</td> <td>Great American Insurance Group</td> <td>41858</td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>		DISBURSED/AFORDED COVERAGE		NAIC #	INSURER A	United States Liability Insurance Company		INSURER B	United States Liability Insurance Company	25895	INSURER C	Employers Preferred Insurance Company	25402	INSURER D	Travelers Casualty and Surety Company of America	31194	INSURER E	Great American Insurance Group	41858	INSURER F		
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INSURER E	Great American Insurance Group	41858																					
INSURER F																							
<b>COVERAGES</b> <b>CERTIFICATE NUMBER: 00040569-329588</b> <b>REVISION NUMBER: 6</b>																							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																							
POLICY	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS																	
A	X COMMERCIAL GENERAL LIABILITY	Y	PM 1556873A	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (per person) \$ 5,000 PERSONAL & AD&T \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ Excluded																	
	CLAIMS MADE																						
	GEN'L AGGREGATE LIMIT APPLIES PER																						
	X POLICY																						
	OTHER																						
A	AUTOMOBILE LIABILITY		PM 1556873A	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT \$ 1,000,000 (EA OCCURRENCE) BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$																	
	ANY AUTO																						
	OWNED AUTOS ONLY																						
	SCHEDULED AUTOS																						
	HIRED AUTOS ONLY																						
	NON-OWNED AUTOS ONLY																						
B	X UMBRELLA LIAB	X	XL 1651000	02/12/2024	02/12/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000																	
	EXCESS LIAB																						
	CLAIMS MADE																						
	OTHER																						
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		EIG539652101	11/01/2024	11/01/2025	PER \$ 1,000,000 STATE \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000																	
	ANY PERSONS OR PARTNER/EXECUTIVE OFFICIALS/MEMBER & VOLUNTEER (Mandatory in FL)																						
	If yes, describe cover																						
	DESCRIPTION OF OPERATIONS below																						
D	Crime		108099028	07/25/2024	07/25/2025	Blanket \$ 2,000,000																	
E	EPLI		EPLF138659	07/26/2024	07/26/2025	Blanket \$ 2,000,000																	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 511, Additional Remarks Schedule, may be attached if more space is required) United States Liability Insurance Company Coverage-Errors and Omissions Liability Policy Number: PM 1556873 Limits: \$1,000,000/\$2,000,000																							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>																			
FOR INFORMATION PURPOSES ONLY				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																			
AUTHORIZED REPRESENTATIVE				(JET)																			

**LIBERTY COVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2025**

**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 4,875	\$ -	\$ -	\$ 4,875
Investments				
Revenue	-	823,344	-	823,344
Reserve	-	847,489	-	847,489
Capitalized interest	-	1,546	-	1,546
Construction	-	-	6,402,594	6,402,594
Cost of issuance	-	726	-	726
Due from Landowner	4,142	-	-	4,142
Due from Liberty Cove Nassau	453,103	-	-	453,103
Total assets	<u>\$ 462,120</u>	<u>\$ 1,673,105</u>	<u>\$ 6,402,594</u>	<u>\$ 8,537,819</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 12,450	\$ -	\$ -	\$ 12,450
Contracts payable	-	-	167,160	167,160
Retainage Payable	-	-	124,590	124,590
Accrued wages payable	400	-	-	400
Tax payable	122	-	-	122
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>18,972</u>	<u>-</u>	<u>291,750</u>	<u>310,722</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	<u>457,245</u>	<u>-</u>	<u>-</u>	<u>457,245</u>
Total deferred inflows of resources	<u>457,245</u>	<u>-</u>	<u>-</u>	<u>457,245</u>
Fund balances:				
Restricted for:				
Debt service	-	1,673,105	-	1,673,105
Capital projects	-	-	6,110,844	6,110,844
Unassigned	(14,097)	-	-	(14,097)
Total fund balances	<u>(14,097)</u>	<u>1,673,105</u>	<u>6,110,844</u>	<u>7,769,852</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 462,120</u>	<u>\$ 1,673,105</u>	<u>\$ 6,402,594</u>	<u>\$ 8,537,819</u>
Total liabilities and fund balances	<u>\$ 462,120</u>	<u>\$ 1,673,105</u>	<u>\$ 6,402,594</u>	<u>\$ 8,537,819</u>

**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 453,103	0%
Landowner contribution	-	26,387	-	N/A
Total revenues	-	26,387	453,103	6%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	646	646	4,306	15%
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	-	72	25,000	0%
Engineering	-	225	2,000	11%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	583	1,000	58%
Trustee	-	-	5,500	0%
Telephone	17	117	200	59%
Postage	25	25	500	5%
Printing & binding	42	292	500	58%
Legal advertising	-	289	1,500	19%
Annual special district fee	-	175	175	100%
Insurance	-	5,814	5,600	104%
Contingencies/bank charges	90	612	500	122%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	4,903	37,555	101,196	37%
Total expenditures	4,903	37,555	453,100	8%
Excess/(deficiency) of revenues over/(under) expenditures	(4,903)	(11,168)	3	
Fund balances - beginning	(9,194)	(2,929)	-	
Fund balances - ending	\$ (14,097)	\$ (14,097)	\$ 3	

**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 823,344	\$ 823,344	\$ -	N/A
Interest	3,065	23,818	-	N/A
Total revenues	<u>826,409</u>	<u>847,162</u>	<u>-</u>	N/A
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	100,000	0%
Interest	-	140,280	282,773	50%
Tax collector	-	-	16,467	0%
Cost of issuance	-	47,925	-	N/A
Total debt service	<u>-</u>	<u>188,205</u>	<u>399,240</u>	47%
Total expenditures	<u>-</u>	<u>188,205</u>	<u>399,240</u>	47%
				N/A
Excess/(deficiency) of revenues over/(under) expenditures	826,409	658,957	(399,240)	-165%
Fund balances - beginning	846,696	1,014,148	(7,827)	
Fund balances - ending	<u>\$ 1,673,105</u>	<u>\$ 1,673,105</u>	<u>\$ (407,067)</u>	

**LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 27,148	\$ 215,753
Total revenues	<u>27,148</u>	<u>215,753</u>
<b>EXPENDITURES</b>		
Construction costs	831,639	3,105,926
Total expenditures	<u>831,639</u>	<u>3,105,926</u>
Excess/(deficiency) of revenues over/(under) expenditures	(804,491)	(2,890,173)
Fund balances - beginning	6,915,335	9,001,017
Fund balances - ending	<u>\$ 6,110,844</u>	<u>\$ 6,110,844</u>

**LIBERTY COVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
LIBERTY COVE  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Liberty Cove Community Development District held a Regular Meeting on March 27, 2025 at 1:00 p.m., at the Nassau County Chamber of Commerce, 961687 Gateway Blvd., Suite 101-G, Fernandina Beach, Florida 32034.

**Present:**

Gregory Matovina	Chair
Brendan Moran	Assistant Secretary
Patrick “Alden” Howell	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Felix Rodriguez	Wrathell, Hunt and Associates LLC
Wes Haber (via telephone)	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 1:12 p.m. Supervisor Matovina and Supervisors-elect Moran and Howell were present. Supervisor Wood and Supervisor-elect Roberts were absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Elected Supervisors [Matt Roberts - Seat 2, Brendan Moran - Seat 4, Patrick Howell - Seat 5] (the following will be provided in a separate package)**

Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Moran and Mr. Howell. He provided and explained the following:

**A. Required Ethics Training and Disclosure Filing**

- **Sample Form 1 2023/Instructions**

**B. Membership, Obligations and Responsibilities**

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date**

Mr. Torres presented Resolution 2025-01. The Landowners' election results were as follows:

Seat 2	Matt Roberts	316 votes	4-Year Term
Seat 4	Brendan Moran	315 votes	2-Year Term
Seat 5	Patrick "Alden" Howell	316 votes	4-Year Term

**On MOTION by Mr. Matovina and seconded by Mr. Moran, with all in favor, Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date**

Mr. Torres presented Resolution 2025-02. Mr. Matovina nominated the following slate:

Greg Matovina	Chair
Chris B. Wood	Vice Chair
Matt Roberts	Assistant Secretary
Bendan Moran	Assistant Secretary
Patrick Howell	Assistant Secretary
Felix Rodriguez	Assistant Secretary

No other nominations were made.

The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
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79 Ernesto Torres Assistant Secretary  
80 Craig Wrathell Treasurer  
81 Jeff Pinder Assistant Treasurer  
82

83 **On MOTION by Mr. Matovina and seconded by Mr. Moran, with all in favor,**  
84 **Resolution 2025-02, Electing, as nominated, and Removing Officers of the**  
85 **District and Providing for an Effective Date, was adopted.**  
86

87  
88 **SIXTH ORDER OF BUSINESS**

**Consideration of Atmos Living MD**  
**Proposal for Field Operations**

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91 Mr. Torres presented the Atmos Living MD Proposal for Field Operations.

92 Mr. Matovina explained the functions and responsibilities of the CDD, the HOA, District  
93 Management, Atmos Living and the budget.  
94

95 **On MOTION by Mr. Matovina and seconded by Mr. Moran, with all in favor,**  
96 **the Atmos Living MD Proposal for Field Operations, was approved.**  
97

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99 **SEVENTH ORDER OF BUSINESS**

**Consideration of Disclosure of Public**  
**Financing and Maintenance of**  
**Improvements to Real Property**

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101  
102  
103 Mr. Torres presented the Disclosure of Public Financing and Maintenance of  
104 Improvements to Real Property. Mr. Haber stated this is a document that is required to be  
105 recorded in the official County records.  
106

107 **On MOTION by Mr. Matovina and seconded by Mr. Moran, with all in favor,**  
108 **the Disclosure of Public Financing and Maintenance of Improvements to Real**  
109 **Property, was approved.**  
110

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112 **EIGHTH ORDER OF BUSINESS**

**Discussion: Fiscal Year 2026 Proposed**  
**Budget**

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115 Mr. Torres called attention to the Adopted Fiscal Year 2025 budget and stated he will  
116 continue coordinating with Mr. Matovina on preparing the Fiscal Year 2026 budget. The  
117 proposed Fiscal Year 2026 budget will be presented at the May meeting and the Board will

adopt it following the public hearing, which will be held at least 60 days after the presentation and approval of the proposed budget.

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-03,  
Designating the Primary Administrative  
Office and Principal Headquarters of the  
District and Providing an Effective Date**

This item was deferred.

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-04,  
Designating the Location of the Local  
District Records Office and Providing an  
Effective Date**

This item was deferred.

**ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of February 28, 2025**

Mr. Torres presented the Unaudited Financial Statements as of February 28, 2025.

Discussion ensued regarding the construction fund, interest rate, earned interest on the bond funds, the debt service and annual arbitrage.

**On MOTION by Mr. Matovina and seconded by Mr. Moran, with all in favor,  
the Unaudited Financial Statements as of February 28, 2025, was accepted.**

**TWELFTH ORDER OF BUSINESS**

**Approval of Minutes**

- A. July 24, 2024 Public Hearing and Regular Meeting**
- B. August 28, 2024 Continued Public Hearing, Public Hearing and Regular Meeting**
- C. November 5, 2024 Landowners' Meeting**

**On MOTION by Mr. Matovina and seconded by Mr. Moran, with all in favor,  
the July 24, 2024 Public Hearing and Regular Meeting Minutes; August 28, 2024  
Continued Public Hearing, Public Hearing and Regular Meeting Minutes; and  
the November 5, 2024 Landowners' Meeting Minutes, all as presented, were  
approved.**

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

Mr. Haber stated the District accepted an Agreement that the Developer entered into with Bernam for Units 1 and 3 and a few other right-of-way (ROW) improvements. As a result of this, the CDD reimbursed the Developer for funds expended, if any, and the CDD is responsible for payment strictly to Bernam as the owner under that contract. He asked for a motion to ratify acceptance of that assignment.

**On MOTION by Mr. Matovina and seconded by Mr. Moran, with all in favor, acceptance of the Assignment of the Agreement Between Owner and Contractor for Construction Contract from Bernam for Phase 1; Units 1 and 3, Right-of-Way and Honor Way Project, was ratified.**

**B. District Engineer: Connelly & Wicker**

There was no report.

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

- **NEXT MEETING DATE: May 28, 2025 at 1:00 PM [Presentation of FY2026 Proposed Budget]**

- **QUORUM CHECK**

Mr. Matovina and Mr. Howell confirmed their attendance at the May 28, 2025 meeting.

**FOURTEENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

There were no Board Member comments or requests.

**FIFTEENTH ORDER OF BUSINESS****Public Comments**

No members of the public spoke.

**SIXTEENTH ORDER OF BUSINESS****Adjournment**

**On MOTION by Mr. Matovina and seconded by Mr. Moran, with all in favor, the meeting adjourned at 1:31 p.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**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 <b>CANCELED</b>	Regular Meeting	1:00 PM
November 5, 2024	Landowners' Meeting	1:00 PM
March 27, 2025	Regular Meeting	1:00 PM
May 28, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	1:00 PM
July 23, 2025	Public Hearing & Regular Meeting <i>Adoption of FY2026 Budget</i>	1:00 PM