THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT October 21, 2024 **BOARD OF SUPERVISORS** REGULAR MEETING **AGENDA**

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

The District 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

October 14, 2024

ATTENDEES:

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

Board of Supervisors
The District Community Development District

Dear Board Members:

The Board of Supervisors of The District Community Development District will hold a Regular Meeting on October 21, 2024 at 1:30 p.m., at Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments: Agenda Items (limited to 3 minutes per individual)
- 3. Consider Appointment of Supervisor(s) to Vacant Seats 1 and 2
 - Administration of Oath of Office to Newly Appointed Supervisors (the following will also be provided in a separate package)
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligation 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. Consideration of Resolution 2025-01 Electing and Removing Officers of the District and Providing for an Effective Date
- 5. Consideration for Kimley-Horn Construction Security Services Recommendation
 - Award of Contract
- 6. Discussion: Status of Successful Secured Builder's Risk Insurance
- 7. Consideration of Resolution 2025-02, Ratifying, Confirming, and Approving the Sale of the District Community Development District Bond Anticipation Note, Series 2024 (Public Marina Project); Ratifying, Confirming and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the

Board of Supervisors The District Community Development District October 21, 2024, Regular Meeting Agenda Page 2

Sale and Closing of the District Community Development District Bond Anticipation Note, Series 2024 (Public Marina Project); and Determining Such Actions as Being in Accordance With the Authorization Granted by the Board; Providing A Severability Clause; and Providing an Effective Date

- 8. Ratification Items
 - A. Tree Fund Agreement
 - B. Developer Funded Marina Project Costs
- 9. Acceptance of Unaudited Financial Statements as of August 31, 2024
- 10. Approval of August 19, 2024 Public Hearings and Regular Meeting Minutes
- 11. Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: Kimley-Horn and Associates, Inc.

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

- NEXT MEETING DATE: November 18, 2024 at 1:30 PM [Landowners' Meeting and Regular Meeting]
 - QUORUM CHECK

SEAT 1		IN PERSON	PHONE	☐ No
SEAT 2		IN PERSON	PHONE	□ No
SEAT 3	ROBERT MIZELL	IN PERSON	PHONE	□ N o
SEAT 4	Rose Bock	In Person	PHONE	□ No
SEAT 5	KURT VON DER OSTEN	IN PERSON	PHONE	□ No

- 12. Board Members' Comments/Requests
- 13. Public Comments: Non-Agenda Items (limited to 3 minutes per individual)
- 14. Adjournment

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

Sincerely,

Craig Wrathell District Manager

Swrather

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 413 553 5047

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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Daphne Gillyard

From: Kutak Rock Development and Improvement Districts Group

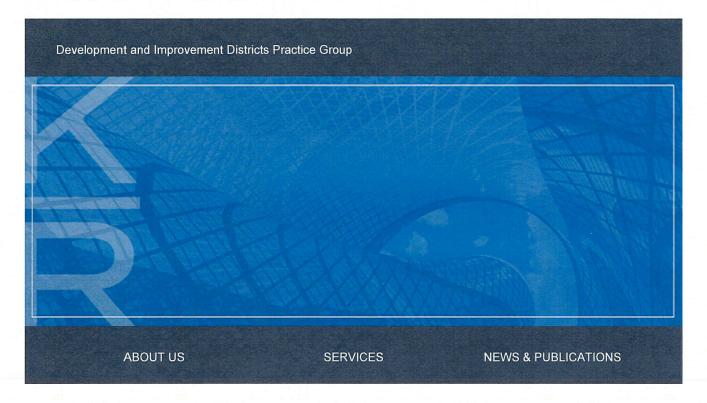
<communications@kutakrock.com>

Sent: Friday, January 5, 2024 4:49 PM

To: Cindy Cerbone **Subject:** Ethics Training 2024

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KUTAKROCK



District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the **Florida Commission on Ethics' ("COE") website.**

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides additional links to resources that Supervisors can access to complete the training requirements.

Florida Commission on Ethics Training Resources

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

Office of the Attorney General Training Resources

Compliance

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

Kutak Rock's Development and Improvement Districts Practice Group

Kutak Rock's Florida Development and Improvement Districts Practice Group



Jonathan Johnson Partner

(850) 264-6882



Lindsay Whelan Partner

(850) 692-7308



Joseph Brown Partner

(850) 692-7303



Katie Buchanan Partner

(850) 294-5184



Michael Eckert Partner

(850) 567-0558



Wesley Haber Partner

(850) 566-3413



Tucker Mackie Partner

(850) 692-7300



Sarah Sandy Partner

(850) 556-5947



Alyssa Willson Partner

(850) 661-9973



Jere Earlywine
Of Counsel

(850) 692-7300



Bennett Davenport
Associate

(850) 692-7300



Ryan Dugan Associate

(850) 692-7333



Kate John Associate

(850) 692-7330



Kyle Magee Associate

(850) 692-7300



Michelle Rigoni Associate

(850) 692-7310



Ashley Ligas Attorney

(850) 692-7300



Cheryl Stuart Attorney

(850) 692-7300



Betty Zachem Attorney

(850) 692-7300







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The choice of a lawyer is an important decision and should not be based solely upon advertisements.

107 W College Ave, Tallahassee, Florida 32301



General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS PID SAMPLE

County: SAMPLE COUNTY

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023.

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person) (If you have nothing to report, write "name" or (n/a))

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000) (If you have nothing to report, write "none" or "n/a")

Type of Intangible		Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000): (If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor	

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses) (If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer	
Digitally signed:	
Filed with COE:	
.(^	

2023 Form 1 Instructions Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

- 1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
- 3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
- 4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
- 5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
- 6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
- 9. Members of governing boards of charter schools operated by a city or other public entity.
- 10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
- 12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
- 13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
- 14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
- 17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. <u>You do not have to disclose any public salary or public position(s)</u>. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list <u>each individual company</u> from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a
 source of income the purchaser's name, address and principal business activity. If the purchaser's identity is
 unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income
 should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

- 1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); *and*,
- 2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)") are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the <u>Code of Ethics</u> for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the <u>Sunshine Law</u> (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board <u>and/to</u> discuss District business.

Florida's <u>Public Records Law</u> (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor <u>relating</u> to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

State of Florida COMMISSION ON ETHICS

Ashley Lukis, *Chair*Tallahassee

Michelle Anchors, Vice Chair Fort Walton Beach

> William P. Cervone Gainesville

Tina Descovich Indialantic

Freddie Figgers
Fort Lauderdale

Luis M. Fusté Coral Gables

Wengay M. Newton, Sr. St. Petersburg

Kerrie Stillman

Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

^{*}Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. Solicitation or Acceptance of Honoraria

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. Doing Business With One's Agency

a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

- services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]
- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. Conflicting Employment or Contractual Relationship

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]
- 3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:
 - a) When the business is rotated among all qualified suppliers in a city or county.
 - b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. Additional Exemptions

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. Legislators Lobbying State Agencies

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. Additional Lobbying Restrictions for Certain Public Officers and Employees

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. Employees Holding Office

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. Professional and Occupational Licensing Board Members

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. Contractual Services: Prohibited Employment

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. Local Government Attorneys

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. Dual Public Employment

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. Anti-Nepotism Law

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. Additional Restrictions

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. Lobbying by Former State Employees

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. 6-Year Lobbying Ban

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. Additional Restrictions on Former State Employees

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. Lobbying by Former Local Government Officers and Employees

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form
 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. FORM 1F - Final Form 1 Limited Financial Disclosure

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. FORM 2 - Quarterly Client Disclosure

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. FORM 6 - Full and Public Disclosure

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. FORM 6F - Final Form 6 Full and Public Disclosure

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. FORM 9 - Quarterly Gift Disclosure

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

^{*}Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website: www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's

lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or

principal can make, directly or indirectly, and no executive branch agency official or employee who

files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, any expenditure made for the

purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific

executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first

degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales

people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water

management districts are prohibited from using public funds to retain an executive branch (or

legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec.

11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information

about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist

Registrar at the following address:

Executive Branch Lobbyist Registration

Room G-68, Claude Pepper Building

111 W. Madison Street

Tallahassee, FL 32399-1425

Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies

and government contractors from adverse personnel actions in retaliation for disclosing information

in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has

revised this law to afford greater protection to these employees.

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While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers.

Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

30

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LACTNAME FIDETNAME MIDDLENAME	NAME OF BOARD, COUNCIL COMMISSION AUTHORITY OF COMMITTEE			
LAST NAME—FIRST NAME—MIDDLE NAME		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE		
MAILING ADDRESS		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON		
		WHICH I SERVE IS A UNIT OF:		
		CITY	□ COUNTY	☐ OTHER LOCAL AGENCY
CITY	COUNTY	3 0111	- COON11	- OTTIER EOOAL AGENCT
		NAME OF POLITICAL	SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED		MV DOCITION IC:		
		MY POSITION IS:		
			ELECTIVE	□ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filling the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

• You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- · A copy of the form must be provided immediately to the other members of the agency.
- · The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- · You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OF	FICER'S INTEREST
I,, hereby disclose that of	on, 20 :
(a) A measure came or will come before my agency which (check one or mo	re)
inured to my special private gain or loss;	
inured to the special gain or loss of my business associate,	;
inured to the special gain or loss of my relative,	;
inured to the special gain or loss of	, by
whom I am retained; or	
inured to the special gain or loss of	, which
is the parent subsidiary, or sibling organization or subsidiary of a princ	cipal which has retained me.
(b) The measure before my agency and the nature of my conflicting interest	in the measure is as follows:
If disclosure of specific information would violate confidentiality or privilege who is also an attorney, may comply with the disclosure requirements of this as to provide the public with notice of the conflict.	
Date Filed	Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT THE DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Community Development District (the "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 desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective October 21, 2024:

			is elected Chair
			is elected Vice Chair
			is elected Assistant Secretary
			is elected Assistant Secretary
			is elected Assistant Secretary
2024:	SECTION 2.	The following C	Officer(s) shall be removed as Officer(s) as of October 21,
	Jay Dodson		Assistant Secretary

-	Craig Wrathell	is Secretary	
-	Cindy Cerbone	is Assistant	Secretary
-	Craig Wrathell	is Treasurer	
-	Jeff Pinder	is Assistant	Treasurer
	PASSED AND ADOPTED THIS 2	1ST DAY OF (OCTOBER, 2024.
ATTEST	:		THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
Secreta	ry/Assistant Secretary	_	Chair/Vice Chair, Board of Supervisors

SECTION 3. The following prior appointments by the Board remain unaffected by this

Resolution:

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT



October 4, 2024

Craig Wrathell
CDD Manager
District Community Development District
c/o: Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: District Community Development District
Construction Security Services Recommendation

Mr. Wrathell:

At the CDD's request, Kimley-Horn (KH) solicited proposals from four known security services firms offering services in Jacksonville, Florida. The scope of work consisted of providing an unarmed security officer with a marked vehicle to patrol the District Community Development District (CDD) property outside of typical weekday working hours (5:00 pm to 8:00 am weekdays, and 24-hours per day on weekends) from mid to late October through the end of January 2025.

The intent of this scope is to provide a security patrol once the CDD property is opened to the public, which is anticipated to occur once the Toll Brothers' townhome models are opened to the public in mid to late October. These security services are expected to end in late January, at the time the Marshfront Park and Northeast Park open to the public. At that time, it is anticipated that an RFP will be issued to obtain proposals from qualified firms to provide security on a 24-hour basis. The following is a list of the four security firms that proposals were obtained from:

- AK Security Services
- EBS Security, Inc.
- First Coast Security
- Ranger Guard

Representatives from each of the security firms were provided access to the District CDD site to observe the limits of the property to be patrolled. Additionally, Kimley-Horn staff and a representative of Preston Hollow Community Capital (PHCC) met with and interviewed representatives of the four security services firms on Tuesday, August 20, 2024. Following these meetings, the four firms were evaluated and ranked based on several factors, including cost and quality of anticipated services provided. The table below provides a summary of the proposed monthly cost for each firm and the recommended ranking.



	AK SECURITY	EBS SECURITY	FIRST COAST	RANGER GUARD
RECOMMENDED RANKING	#3	#4	#1	#2
UNARMED OFFICER	\$27.50 / HR	\$26.00 / HR	\$24.00 / HR	\$28.00 / HR
MARKED PATROL VEHICLE	\$1,449.99 / MO	\$1,000.00 / MO	\$1,700.00 / MO	\$2,933.04 / MO
CELL PHONE W/SERVICE	N/A	N/A	\$65.00 / MO	N/A
MONTHLY ELETRONIC REPORTING	N/A	\$100.00 / MO	N/A	N/A
SALES TAX	\$973.80 / MO	\$908.52 / MO	\$889.38 / MO	\$1,077.54 / MO
EST. MONTHLY COST (BASED ON 123 HRS/WEEK for 4 WEEKS)	\$15,953.79	\$14,800.52	\$14,462.38	\$17,786.58

Below is a brief summary of the items considered in ranking the four firms:

First Coast Security - Ranked #1

- Headquartered in Jacksonville, Florida
- · Provided the most competitive rates of the four firms solicited
- Largest provider of security services to the City of Jacksonville
- City contract includes providing security services for the City of Jacksonville's parks and recreation system
- Potential future opportunity to "piggy-back" on the existing City contract to provide security services to the City owned parks and recreational areas within the District CDD property
- Allows for direct communication with on-site security officer

Ranger Guard - Ranked #2

- Has an extensive officer training program
- Has an extensive computerized reporting system that can provide online report updates as frequently as every hour
- Appeared to provide a "higher-level" of security staff



 Although the most expensive proposal, when asked, their representative mentioned that the price proposal is negotiable

AK Security Services - Ranked #3

- Headquartered in Jacksonville, Florida
- Provides security services to several large corporations (i.e. Walmart, The Home Depot, and JLL)
- Has extensive experience with construction/job site security
- · Reporting would be provided daily/weekly

EBS Security, Inc. - Ranked #4

- Headquartered in Jacksonville, Florida
- Uses Lighthouse software to provide daily reporting
- City of Jacksonville certified Minority Business Association
- City of Jacksonville certified Small and Emerging Business (JSEB)

Please find attached to this letter the four written proposals received. As summarized above, Kimley-Horn recommends that the CDD enter negotiations with the number one ranked firm, First Coast Security, to provide construction related security services from mid to late October through January 2025.

Once you have had a chance to review the documents provided, please let me know if you have any questions or comments regarding this recommendation.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

William J. Schilling Jr., P.E.

Principal

Attachment – Security Proposals received from AK Security Services, EBS Security, Inc., First Coast Security, and Ranger Guard

cc: Ralph Conti, Madeleine Rehfeld, Josh Cockriel, Anna Walling, and Denise Henkes



ATTACHMENT A

First Coast Security Proposal (Recommended Ranking: #1)



August 06, 2024

Ms. Denise Henkes (via email) Kimley-Horn 12740 Gran Bay Parkway West #2350 Jacksonville, FL

Re: Security Services for RiversEdge Construction site

Dear Ms. Henkes,

First Coast Security (FCS) is pleased to provide you with this quotation letter for services for your location in Jacksonville that were recently discussed with Bob Pastene. As a 25-year-old Jacksonville, Florida based company, FCS has more than 500 Security Officers in the Northern Florida area from which we would build a team for Kimley-Horn. Since we have not been able to visit the site (we understand Hurricanes tend to disrupt schedules) per our recent conversations, below is a summary of our understanding of the services you are seeking for the protection of property and equipment at this residential gated community.

Objectives of Kimley Horn in seeking security patrol services:

Based on input provided to Bob Pastene and in your email, during construction you are seeking protection for the property inside the perimeter fencing to detect, deter, and report any unauthorized activities within the fence line or around the immediate perimeter. The property is located at 1915 RiversEdge Blvd, Jacksonville, FL 32207.

FCS is prepared to perform uniformed security personnel patrols by licensed security personnel. We propose to utilize a marked security patrol vehicle during the hours of: 15 Hours/day M-F (5pm-8am), and 24 Hours/day Saturday & Sunday. (Overtime and taxes not included in this quote)

For budgetary purposes - below is the hourly rate for these services, and the costs associated with the vehicle to be utilized in the patrol:

Position:	Hourly Bill rate	HPW	Monthly Cost	Annual Cost
			\$	\$
Vehicle Patrol Security Officer	\$24.00	123	\$12,398.40	\$148,780.00
Vehicle			\$1,700.00	\$20,400.00
(Fuel is a pass-through cost)				
Cell Phone w/service			\$65.00	\$780.00
Total (does not include	de associated taxes)	\$14,163.40	\$169,960.00



Please feel free to reach out to either myself, Andrew or Nick with any additional questions. We look forward to supporting your needs and hope to discuss more details with you soon.

Sincerely,

Bob Pastene Senior Vice President bpastene@fcssecurity.us Nick Burgos Regional Director of Security nburgos@fcssecurity.us Andrew Haugabrook Security Manager ahaugabrook@fcssecurity.us

SECURITY SERVICES AGREEMENT

This Security Services Agreement is entered into this day of, 2023 (the "Effective Date") between First Coast Security Services, Inc., a Florida corporation, whose corporate address is 4875 Belfort Road, Suite 110, Jacksonville, FL 32256 ("FCSS") and
, a corporation whose corporate address is
("Client"). FCSS and Client collectively shall be referred to as "the Parties." FCSS and Client agree as follows:
1 CBS and Chefit agree as follows.
1. <u>Scope of Work</u>
1.1. Client Information and Contacts
Client Service Location
Client Facility Name:
Address:
Contact Name:
Contact Info.:
1.2.Scope and Type of Services.
1.2. scope and Type of Services.
(a) <u>Security Services.</u> FCSS shall be responsible for rendering security services at the Client Service Location(s) by providing personnel, equipment, materials, supervision of personnel, as provided for in the Security Services Agreement "the Agreement".
(b) <u>Duties.</u> FCSS shall only be responsible for duties provided for in the Agreement.
(c) <u>Revision of Scope of Work and Agreement.</u> This Agreement sets forth the full scope of services to be performed by FCSS. Any amendments or changes to the scope of work FCSS is to provide under this Agreement must be in writing and signed by authorized representatives of both Parties. The Parties shall only be obligated to perform the terms and obligations set forth in the Agreement, and any mutually agreed upon amendments in writing.
(d) <u>Client Locations.</u> Each and every term and condition in the Agreement shall be applicable to the Client Locations serviced by FCSS identified in Section 1.1 of the Agreement, as "Client Service Location(s)," unless amended.
1.3. <u>Personnel.</u>

FCSS Initials Client Initials

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- (a) <u>FCSS Personnel</u>. Personnel provided by FCSS ("FCSS Personnel") are FCSS employees and are not Client's employees. FCSS is responsible for the assignment, supervision, and evaluation of FCSS Personnel. FCSS Personnel who are otherwise qualified shall be assigned without regard solely to race, color, religion, national origin, sex, gender, age, military or veteran status, or disability, or any basis prohibited by law.
- (b) <u>Equal Opportunities Act.</u> FCSS is an equal opportunity employer and will not refuse to hire, discharge, promote or demote, or discriminate against any person otherwise qualified, solely because of race, color, religion, national origin, sex, gender, age, military or veteran status, disability, or any basis prohibited by law.
- (c) <u>Disapproval and Substitution of FCSS Personnel</u>. FCSS's goal is to provide services that are satisfactory to Client. Client may disapprove of any FCSS Personnel assigned to the Client Service Location(s), provided that there exists a reasonable basis for disapproving the Personnel and is not in violation of any law. Disapproval of FCSS Personnel shall be promptly reported by Client to the FCSS Executive Office. Following notification, FCSS will promptly investigate the matter. If there is a reasonable basis to remove FCSS Personnel and is not in violation of any law, FCSS will remove the subject Personnel from the Location within a reasonable time period. The substitution of FCSS Personnel will be done expeditiously, although the substitution shall be contingent on the availability of substitute Personnel.
- (d) <u>Prohibition on Hiring FCSS Personnel</u>. Client shall not, nor shall any representative, agent, or assign of Client, for a period of one (1) year after termination of the Agreement, employ any FCSS Personnel assigned to provide services with regard to the Agreement. Client recognizes the costs incurred by FCSS in recruiting, selecting, and training its Personnel. Client shall pay FCSS \$2,500.00 as liquidated damages for each subject FCSS Personnel employed by Client or its representatives, agents, or assigns within one (1) year after the termination of the Agreement.

2. Term and Termination.

- 2.1 <u>Term.</u> This Agreement shall commence as of the Effective Date and shall continue thereafter until terminated by either party pursuant to this Section 2.
- 2.2 <u>Termination for Convenience</u>. Either party, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party.
- 2.3 <u>Termination for Cause</u>. Either party may terminate this Agreement effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:
- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fourteen (14) days after receipt of written notice of such breach, provided, however, that if the breach is for Client's failure to pay any amounts properly owed under this Agreement Client shall only be entitled three (3) days to cure such a default; or

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- (b) Any of the following events occur: (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed or otherwise dismissed or vacated within five (5) days after filing or involuntary involvement; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 2.4 <u>Effects of Termination or Expiration</u>. Upon expiration or termination of this Agreement for any reason:
- (a) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause.
- (b) In no event shall Client be liable for any FCSS Personnel termination costs arising from the expiration or termination of this Agreement.
- 2.5 <u>Survival</u>. The rights and obligations of the parties set forth in Sections 4, 6, 7, 8 and 10 of this Agreement, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

3. <u>Compensation and Payment</u>

- 3.1 Time is of the essence. The parties agree and understand that time is of the essence with respect to payment for services rendered.
 - 3.2 Client Billing and Notification Address.

Client Name:	
Address:	
Contact Name:	
Contact Info.:	
Invoices will be emailed to:	

- 3.3 Service Rates and Hours.
 - (a) FCSS shall provide Client the following number of service hours per week
- (b) <u>Hourly Rates</u>. Client shall pay FCSS the following hourly rates, plus all applicable sales, use and/or taxes and any interest and/or penalties identified in the Agreement. The referenced rates do not apply to the services provided during an emergency situation, including but not

limited to either before, during, or after the occurrence of an act of God and any civil or national disorder, or any similar emergency situations. With regard to the identified circumstances, FCSS will attempt to provide services only at mutually agreed upon rates.

Classification	Sec Officer	<u>Supervisor</u>
Straight Time	\$	\$
Overtime	\$	\$

3.4 Overtime Rates.

- (a) <u>Holiday Pay</u>. Overtime rates apply to the following: Client requested services in addition to the service hours identified herein; all service hours provided on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- (b) <u>Additional Service Hours.</u> When Client requests services in addition to the service hours identified within the Agreement, overtime rates will apply when less than seventy-two (72) hours' notice is provided by client to FCSS.

3.5 Adjustment of Rates.

- (a) FCSS may adjust rates to comply with any change in any law, regulation, ruling, tax or collective bargaining agreement causing a change in work hours, wage rates, working conditions or any other cost to FCSS with thirty (30) days written notice to Client. In addition, FCSS shall have the right to increase any of the rates set forth in Section 3.3 by providing written notice to Client, at any time after the expiration of one (1) year from the date service is first provided under this Agreement.
- (b) When Client requests that the weekly service hours, as set forth in the Agreement, be modified, FCSS may adjust the rates mutually agreed upon by FCSS and Client.
- 3.6 <u>Client Billing and Invoices</u>. Invoices shall be submitted weekly to Client and are payable to FCSS on receipt. Payments are to be made to the address referenced on the FCSS invoice.
- 3.7 <u>Additional Charges</u>. A late charge of 1.5% per month shall be added to balances not paid within thirty (30) days.
- 3.8 <u>Billing Disputes</u>. Client shall notify FCSS in writing of any dispute regarding any invoice within seven (7) days from the invoice date. If Client fails to provide appropriate notification, of any and all related disputes, claims and defenses shall be waived by Client.
- 3.9 <u>Past Due Amounts</u>. In the event that FCSS must institute any suit or action to collect amounts owed to FCSS by Client under the Agreement, Client shall pay regardless of the resolution of the dispute, FCSS's attorneys' fees, court costs, and any other expenses associated with the suit or action.

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4. Confidential Information.

4.1 The Parties agree:

- (a) not to disclose or otherwise make available Confidential Information disclosed in connection with this Agreement (the "Disclosing Party") to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the party receiving the Confidential Information (the "Receiving Party") may disclose the Confidential Information to its affiliates, and their officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 4;
- (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Client, to make use of the Services and Deliverables; and
- (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.
- 4.2 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:
- (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
- (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

5. Representations and Warranties.

- 5.1 Each party represents and warrants to the other party that:
- (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

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- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

5.2 FCSS represents and warrants to Client that:

- (a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;
- (b) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

6. Hazardous or Defective Conditions/Materials

- 6.1 OSHA Standards. Client shall comply with OSHA Hazard Communications Standards, Mine Safety and Health Act.
- 6.2 Notification of Hazardous Conditions. Prior to FCSS commencement of work Client shall: (i) make available to FCSS the Material Safety Data Sheet for each hazardous chemical to which FCSS' employees, representatives, agents, successors, and assigns may be exposed at Client's premises; and (i) inform FCSS of precautionary measures that need to be taken to protect FCSS Personnel, its agents and employees and (B) Client's hazardous material labeling system.

7. Indemnification.

- 7.1 FCSS shall defend, indemnify, and hold harmless Client and its officers, directors, employees, agents, successors, and permitted assigns (each, a "Client Indemnitee") from and against all Losses awarded against a Client Indemnitee in a final judgment arising out of or resulting from:
- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of FCSS or FCSS Personnel; and
- (b) FCSS's material breach of any representation, warranty, or obligation of FCSS set forth in this Agreement.
- 7.2 Client shall defend, indemnify, and hold harmless FCSS and FCSS's Affiliates and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party Action] arising out of or resulting from:

FCSS Initials

Client Initials

- (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; and
- (b) Client's material breach of any representation, warranty, or obligation of Client in this Agreement.
- 7.3 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 7.3 shall not relieve the indemnifying party of its obligations under this Section except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.
- 7.4 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's:
- (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- (b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

8. Limitation of Liability.

- 8.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT [OR LOSS OF DATA] OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO FCSS PURSUANT TO THIS AGREEMENT.
 - 8.3 The exclusions and limitations in Section 8.1 and Section 8.2 shall not apply to:

- (a) a party's indemnification obligations under Section 7 (Indemnification);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 4 (Confidentiality);
- (c) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct, or intentional acts;
- (d) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions;
 - (e) damages or liabilities to the extent covered by a party's insurance; and
- (f) a party's obligation to pay attorneys' fees and court costs in accordance with the terms of this Agreement.

9. Force Majeure.

- 9.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; or (j) other similar events beyond the control of the party affected by the Force Majeure Event. The affected party shall give notice within fifteen (15) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.
- 9.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.
- 9.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

10. Miscellaneous.

- 10.1 Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.
- 10.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture,

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or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

- 10.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
- 10.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission)/email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.4.

If to FCSS: 4875 Belfort Road, Suite 110

Jacksonville, FL 32202 Attn: Chris Austin, COO caustin@fcssecurity.us

If to Client:

- 10.5 For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits, and Statements of Work refer to the Sections of, and Schedules, Exhibits, and Statements of Work attached to this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits, and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- 10.6 This Agreement, together with all Schedules, Exhibits, and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b)

second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement.

- 10.7 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 10.8 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- 10.9 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 10.10 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 10.11 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 10.12 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Jacksonville, Florida and County of Duval and each party irrevocably

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submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

- 10.13 Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 10.14 If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- 10.15 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on Following Page]

FCSS Initials

Client Initials

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

	OAST SECURITY SERVICES, lorida corporation	(the "Client")	
By:		By:	
Name:	Chris Austin	Name:	
Title:	Chief Operating Officer	Title:	

FCSS Initials Client Initials



ATTACHMENT B

Ranger Guard Proposal (Recommended Ranking: #2)



RANGER GUARD

SECURITY PROPOSAL

Prepared For: Kimley-Horn and Associates, Inc.

Detailing:

- Services Provided and Rates
- Terms & Conditions
- How Ranger Guard will support you



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ON-SITE GUARDING



Dear Denise Henkes.

Thank you for considering Ranger Guard for your security needs. As a leading private security company, we are committed to providing the highest level of protection for our clients.

What follows is a service proposal for Ranger Guard. This proposal outlines the scope of our services, our approach to security, and the benefits of working with Ranger Guard.

The proposal details:

- The services you are hiring from Ranger Guard and at what cost.
- Your rights under our agreement along with what you can expect from your security guards.
- How to get in touch with our supervisors when you need additional support or information during the process.

We have tailored this proposal to meet the specific needs of your organization, and we believe it represents the best value for your security budget.

Please take the time to review the proposal in detail.

If you have any questions or would like to discuss the proposal further, we would be happy to schedule a consultation at your convenience. If you are happy with the scope of work and contract details, we are ready to begin protecting you at your earliest convenience.

Thank you again for considering Ranger Guard. We look forward to the opportunity to work with you and to provide the highest level of protection for your business or organization.

We are confident that Ranger Guard is the best choice for your security needs, and we would be honored to have the opportunity to work with you.

Kind Regards,

The Team @ RANGER GUARD



Message From the Executive Team

Dear Denise Henkes.

I founded Ranger Guard after serving in the Israeli secret service because I saw that private security needed a better focus on quality. At Ranger Guard, we focus on hiring experienced security veterans and giving them top-quality additional training.

This focus on quality has always underpinned our mission and set us apart from the competition. I understand that choosing the right security provider is an important decision. We take that responsibility very seriously. We are committed to working closely with our clients to understand their specific needs and to develop customized security plans to match.

If there are changes you would like to make so this proposed security plan better suits your requirements, get in touch with one of our dedicated agents to discuss the details.

As the Client Relations Director of Ranger Guard, I would like to personally thank you for considering our security services to keep you safe.

We believe our approach to security sets us apart from our competitors, and we are confident that we can deliver the best value for your security budget.

Thank you again for considering Ranger Guard.

I look forward to working with you and sending our professional officers to protect your organization.

Sincerely,

David Catran

President / Founder

Ranger Guard





Company History

Ranger Guard was founded 15 years ago in Houston, Texas, to bring an added level of quality to the private security industry. Founder David Catran saw that the private security industry lacked. Since then, Ranger Guard has expanded across the American Southwest.

We prioritize the best training in the industry, teaching our officers a wide range of skills needed to identify potential threats and defuse volatile situations. We start by hiring the best, giving law enforcement and military veterans an opportunity to pull their skills and experience to use back on the streets protecting and serving.

Ranger Guard has seen tremendous growth over the past several years. We now have highly successful business locations in Austin, San Antonio, Dallas-Fort Worth, Houston, Arizona and many other places across Texas and the nearby states. Such has been the success that we have recently started franchising our business.

As the company builds we see clients taking advantage of our services to protect themselves in an increasingly dangerous America. Crime rates are rising and as the economy continues to suffer, more businesses are looking to protect themselves from vandals, thieves, and personnel issues.

Whatever the 21st century brings, we are confident that Ranger Guard will continue to provide top quality private security services to help our clients stay safe.



EXHIBIT A

SECURITY SERVICES SPECIFICATIONS

Kimley-Horn and Associates, Inc.

Ranger Guard Security will provide unarmed, uniformed security officers per the specifications outlined:

Standing Guard Service

The security officers will be highly visible at all times, deter crime, control access and perform other duties as outlined by the client. Further, the security officers will check the property and report any maintenance issues, and vandalism, etc. found on the property. All officers will comply with any other job duties as mutually agreed to by Ranger Guard Security and Kimley-Horn and Associates, Inc..





EXHIBIT A - Standing Guard Service

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
24	15	15	15	15	15	24	123
1							
ng at 8am on	Mon.						
1							1
	24 n ng at 8am on	24 15 n ng at 8am on Mon.	24 15 15 n ng at 8am on Mon.	24 15 15 15 n ng at 8am on Mon.	24 15 15 15 15 15 ng at 8am on Mon.	24 15 15 15 15 15 15 ng at 8am on Mon.	24 15 15 15 15 15 24 n ng at 8am on Mon.

EXHIBIT B - Pricing Summary

	Bill rate	Weekly hour	Weekly total	Monthly total	Annual total
Unarmed Officer Mon-Fri from 5pm-8am Weekends 24hrs ending at 8am of	\$28.00 In Mon.	123	\$3,444.00	\$14,965.00	\$179,088.00
Marked Vehicle Per week	\$675.00	1	\$675.00	\$2,933.04	\$35,100.00

Summary for All Costs

	Total
Weekly Cost of Standing Guard	\$4,427.93



Proposal

We are pleased to present to you our proposal for security guard services. At Ranger Guard we are committed to providing top-quality security services to protect your property, people, and assets.





Technology

Traditional security services alone do not cut it in today's world. Ranger Guard integrates technology into every aspect of our daily operations. Clients can access 24/7 real-time updates about every aspect of their security plan.

Clients can contact our customer support team to make live alterations to their security package as needed, such as calling for additional backups at peak times.

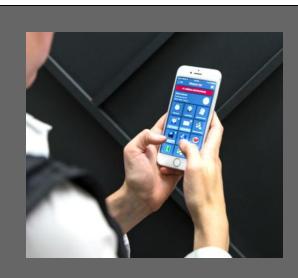






TrackTik

Tracktik, our live tracking system, lets us see exactly where our guards are at all times and what they are doing during a shift. Guards update Tracktik with reports on what they observe while at a property complete with pictures. GEO-fencing means that guards can only clock in or out while physically at the site, and our supervisors are notified if a guard leaves the premises.



Transparency

Clients need to know what is happening on their property.

TrackTik empowers clients to:

- Accurately track a guard's location during his shift.
- See when a guard scans each virtual checkpoints in strategic locations around the site
- Access digital online reports complete with videos and pictures. All reports are saved and are available online or for download. These records give clients peace of mind knowing they are getting what they paid for.







Security Guard Provider

Ranger Guard Security

Account Manager: Anita Romero

Client

Company Name Kimley-Horn and Associates, Inc. Billing Address 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, FL 32258 Service Address 1915 Riversedge Blvd, Jacksonville, FL 32207

Authorized signer name and title Denise Henkes, Email denise.henkes@kimley-horn.com Phone (904) 452-5810

Start Date: 10-01-2024 End Date: 12-31-2025



Security Services

Ranger Guard will offer the following security services:

Mobile Patrol

Highly uniformed officers in a clearly marked patrol vehicle visit your property several times over the course of a shift.



Security Officer

Uniformed, highly trained, and experienced officers will stand at post or on patrol to protect your property.





Armed Guards

Uniformed, highly trained, and experienced officers equipped with firearms and licensed to carry and use them will add another layer of protection.



Special Services

Ranger Guard has a range of highly specialized professional services, including K-9 agents and VIP bodyguard protection available. The listed hours and costs are estimates only. Final billing costs will reflect actual hours worked. Please don't hesitate to contact your account manager with any questions regarding your invoice.



Equipment Rental

Ranger Guard will bring the necessary equipment to your property, including installation and removal.





3.

5.

Terms and Conditions

- 1. **Services:** The services to be rendered under this Agreement by Ranger Guard shall be in conformity with the Service Description described on the first page, and with the written operating procedures (Post Orders) that can be modified and agreed upon between Ranger Guard and the Client. If at the request of Client, Security Officers are assigned duties other than those agreed to by Ranger Guard, Client shall assume all liability arising therefrom. Service Description and Post Orders are subject to change as required by Client and must be communicated to Ranger Guard in writing. Ranger Guard will remove from service, as soon as qualified replacement is available, any officer who, in Ranger Guard opinion, is not qualified to perform the work assigned. If Client takes exception to any services performed hereunder or claims that Ranger Guard has failed to perform any services, such exception or claim must be submitted in writing to Ranger Guard within (5) business days or services in question shall be deemed accepted by Client.
- 2. **Delegation of Services:** Ranger Guard may perform the Services itself or may delegate the performance of some or all of the Services to subcontractors.
- 4. **Security Standards:** Ranger Guard agrees that the Services covered by this Agreement shall be performed in accordance with generally accepted security practices and standards in the industry and in compliance with the laws and regulations in the state of TX
- 6. **Duties of Customer:** In support of the Services to be provided under this Agreement, Customer shall, at its expense, make adequate provision for the following: (i) advising Ranger Guard of any and all hazards at the Location(s) and dangerous activities being conducted at the Location(s); (ii) maintaining the Location(s) free from unreasonable hazards and unreasonably dangerous activities; and (iii) providing training to all of Customer's employees and contractors as to the nature of Ranger Guard's operations at the Location(s) and as to such other matters as may be reasonably requested by Ranger Guard and/or necessary in order to allow Ranger Guard to perform the Services.
- 7. **Payment**: For the Services Ranger Guard provides hereunder, Customer agrees to pay Ranger Guard according to the rates set forth on the first page of this Agreement. Ranger Guard shall submit an invoice to Customer according to the schedule selected on the first page of this Agreement, but no less often than monthly. Customer shall remit payment in full for each invoice within fifteen (15) days after the date of such invoice. In the event that Customer should fail to make payment in full of any invoice when due, the amount due under such invoice shall bear interest at the rate of three and one-half percent (3½ %) per month, or the highest rate allowed by law, whichever is less. If Ranger Guard is forced to pursue additional actions, such as collections, to obtain payment the charges associated with such actions are the responsibility of the Client.
- 8. **Price Changes and Fuel Surcharges:** Ranger Guard may increase prices for Services or impose a fuel surcharge from time to time by notice to the Customer either in writing or by notation on a statement of account. If the Customer objects to the changed price or fuel surcharge, it shall notify Ranger Guard in writing within thirty (30) days after the date of first notification of the change or surcharge. In the absence of such objection, the price change shall be deemed accepted by the Customer and shall be considered by the parties as a binding modification to this Agreement, and this Agreement, as modified, shall remain in full force and effect. If the Customer timely objects, then the Company reserves the right to continue this Agreement in full force and effect without any price changes or fuel surcharge.



9.

10. Term:

7.1 The term of this Agreement shall commence on the Start Date or the start of service, and shall continue until the End Date, unless sooner terminated pursuant to Section 8 of this Agreement.

7.2 Client shall have an option to continue services past End Date. In order to execute that option, 30 days prior to the End Date, Client must provide written notice to Ranger of intent to exercise the option. The term of the option shall be for 30 days, or 1 calendar month, automatically renewed. Client must provide 30 days notice to Ranger if/when it chooses to end service.

11.

12. Termination, Remedies:

- 8.1 Ranger may terminate this Agreement for any reason upon giving ten (10) days' notice to the Client.
- **8.2.** Client may terminate this Agreement in the event of a breach or a failure to comply with any covenant, term, or condition of this Agreement, upon the following terms (i) Client shall provide written notice of aforementioned breach or failure with detailed descriptions and examples of the breach. (ii) Ranger shall have thirty (30) days after notice is received to complete corrections of the breach. (iii) In the event that Client is unsatisfied with the corrections made, ranger shall complete additional corrections to the satisfaction of Client. Should Client still find Ranger in breach, Client may terminate this agreement. At no time during the notification or correction period will service be suspended, or payments withheld. Any failure to refuse service or withhold payment is deemed a serious breach of this Agreement and will subject Client to liability for the same.
- **8.3** Suspension. In the event that Client fails to make payment within 15 days of the date of any invoice, per the terms of section 5 of this Agreement, Ranger may immediately suspend its service to Client. This suspension of service shall not be deemed a breach of this Agreement by Ranger. Nothing in this section shall prohibit Ranger from asserting any other rights it has under this Agreement.
- **8.4.** In the event that Client (i) should breach Section 4 of this Agreement; (ii) should breach any other covenant or obligation hereunder (other than failure to pay amounts due hereunder) and should fail to cure any such breach within ten (10) days after Ranger gives notice of said breach; or (iii) should fail to pay any amounts it owes Ranger Guard within fifteen (15) days after the applicable invoice date, then Ranger Guard may, in addition to any other remedy it may have by contract, at law or in equity, immediately cease performing Services hereunder. In the event that Ranger must suspend service, all overdue balances are immediately due, including all late fee charges.

13.

14. Insurance:

- **9.1.** Ranger Guard shall maintain at all times during the term of this Agreement professional liability insurance in occurrence form covering its activities hereunder with an insurance company or companies qualified to write such insurance in the state of Texas, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Client shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Ranger Guard shall be delivered to Client upon Client's request.
- **9.2.** Client shall maintain at all times during the term hereof general liability insurance in occurrence form with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Copies of all such policies of insurance (or Certificates therefore) maintained by Client hereunder shall be delivered to Ranger Guard immediately upon issuance by the insurer.
- **9.3.** All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.
- **9.4.** All of a party's policies of insurance described in Section 9 of this Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.



15. Cooperation in the Event of a Claim: In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident; the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.

16.

- 17. **Indemnification:** Customer shall defend, indemnify and hold harmless Ranger Guard (including its shareholders, directors, officers, agents, and employees) from and against all claims, liabilities, losses, judgments, costs, damages, expenses and attorney's fees in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, to which Ranger Guard is, was, or at any time becomes a party or is threatened to be made a party, due to: (i) the acts or omissions of Customer while fulfilling its duties under this Agreement; (ii) Ranger Guard performing the Services requested by Customer hereunder that are not the result of the negligence, gross negligence, or intentional acts of Ranger Guard or its Agents; and/or (iii) any injury or damage to Ranger Guard's personnel or property and the personnel and property of any of Ranger Guard's subcontractors while such are at Customer's facility or while such are performing Services for Customer as long as such injury or damages are not the result of the negligence, gross negligence, or intentional acts of Ranger Guard or its Agents.
- 18. Limitation of Liability: CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT RANGER GUARD SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OR CLAIM, EVEN IF RANGER GUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.
- 19. **Non-Solicitation**: During the term of this Agreement and for a period of one year thereafter, Client or any current or former owner, member, director, agent, employee, or contractor, whether acting in an official capacity or privately, shall not directly or indirectly entice, encourage or make any offer to employ, hire, or contract with: (i) any current employee, agent, or employee of Ranger Guard; or (ii) any person who acted as an employee, agent, or employee of Ranger Guard within the prior year. Violation of this clause shall be deemed a serious breach of this Agreement. The Parties agree that due to the difficulty in determining the damages from such a breach of this section 13, that such a violation by Client will result in a payment of liquidated damages of \$25,000.00 per violation. The Parties agree that these liquidated damages clause is not a fine or fee, but an agreed pre-determined calculation for breach of this clause.
- 20. **Confidentiality:** The parties acknowledge and agree that they may receive certain confidential information from the other party, including without limitation, the programs, protocols, business or strategic plans of the other party, and will also possess information relating to this Agreement, including but not limited to the compensation paid to Ranger Guard hereunder (collectively, "Confidential Information"). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than employees, lenders, professional advisors and subcontractors of the receiving party having a need to access the Confidential Information) for any reason whatsoever. Each party shall take actions necessary to ensure that its employees, lenders, professional advisors and subcontractors having access to the Confidential Information do not disclose the Confidential Information. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain. This Section 14 shall survive for a period of five (5) years from the expiration or termination of this Agreement.



21. Representations and Warranties: Each party covenants and warrants to the other that: (i) it is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) it has the power and capacity to enter into, execute and perform its obligations under this Agreement in accordance with the terms and provisions hereof, and (iii) the execution and delivery of this Agreement have been duly authorized by all proper corporate action.

22.

23. **Entire Agreement:** This Agreement shall constitute the entire agreement between the parties dealing with the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement and dealing with the same subject matter shall not be binding upon either party, except to the extent incorporated in this Agreement.

24.

25. **Modification of Agreement:** Except as provided in Section 6 herein, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

26.

27. **No Waiver:** Waiver of any provision of this Agreement or the performance or enforcement thereof shall not constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Any such waiver must be in writing duly signed by the waiving party to be effective.

28.

29. **Independent Contractors:** The parties acknowledge that Ranger Guard, its employees and subcontractors, are independent contractors providing Services to Customer, and nothing herein shall be deemed to constitute or be construed as making Ranger Guard and its employees to be agents or employees of the Customer.

30.

31. **Binding Effect**: This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

32.

- 33. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Texas, without regard to its conflict of laws rules. Ranger Guard and Customer agree that any cause of action or litigation arising out of this Agreement shall be filed exclusively in federal or state court in Harris County, Texas, and Ranger Guard and Customer irrevocably consent to the jurisdiction of such courts.
- 34. **Severability:** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 35. **Notices**: Any and all notices provided for herein shall be sufficient if given in writing and hand delivered or sent by facsimile (with electronic confirmation), registered mail or certified mail to the address set forth for the applicable party on the first page of this Agreement, or such other address as a party may deliver to the other party in writing. Notice given by hand delivery shall be deemed given when delivered. Notice given by facsimile shall be deemed given on the next business day after such notice is sent. Notice given by registered or certified mail shall be deemed given on the third (3rd) day after such notice is sent.



- **36. Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which together shall constitute but one and the same instrument.
- **37. Survival:** Sections 5, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.
- **38. Force Majeure**: No party shall be liable for delays, nor defaults due to Acts of God, extreme weather, plague, public health crisis or the public enemy, acts of war or terrorism, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- **39.** Assignment: Except as otherwise provided herein, the rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which consent will not be unreasonably withheld.
- **40. Headings:** The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

AGREEMENT: This document contains a price estimate and 28 sections of conditions and by signing this contract, you agree to have read and accepted the terms and contract details.

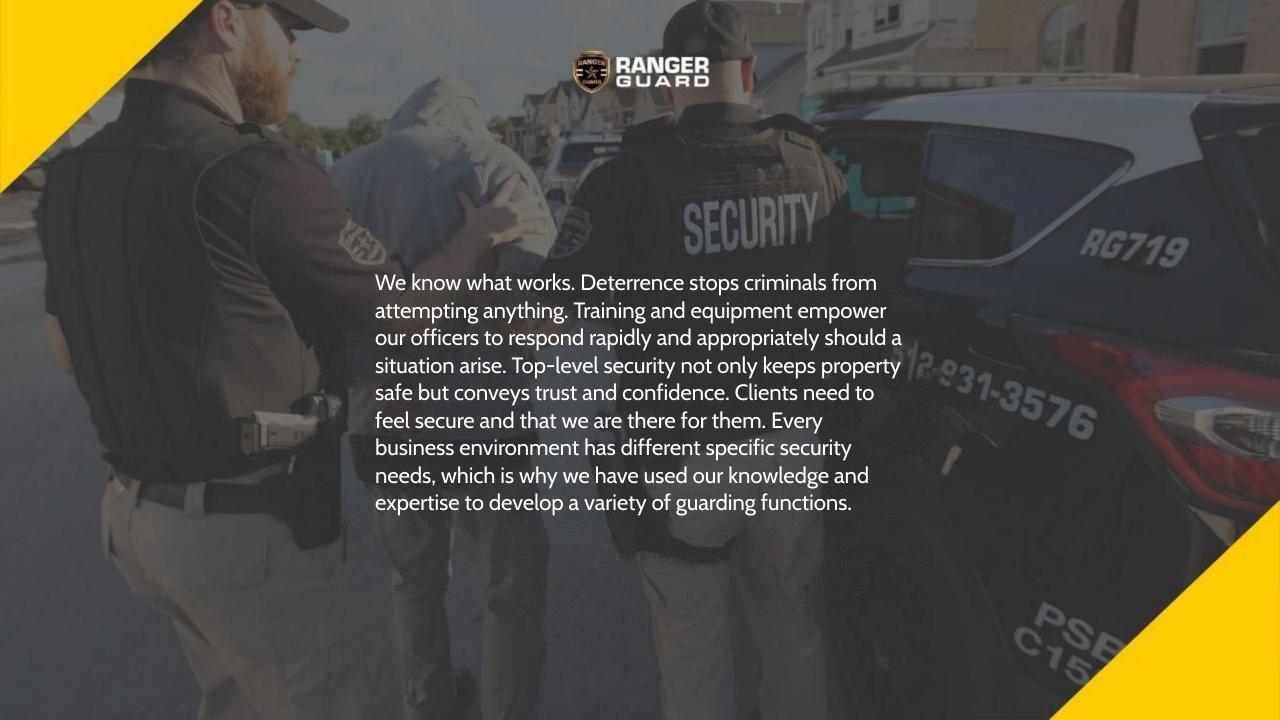
Ranger Guard & Investigations	Kimley-Horn and Associates, Inc.
Signature	Signature
Name	Name
Title	Title
 Date	



RANGER GUARD ON-SITE GUARDING



1. Ranger Guard on-site officers provide static and mobile security for businesses, individuals, and events. Officers are backed up by a supporting agent, available 24 hours a day, and our cutting edge tracking and management system which allows our clients and management to monitor the security situation in real-time whenever necessary.





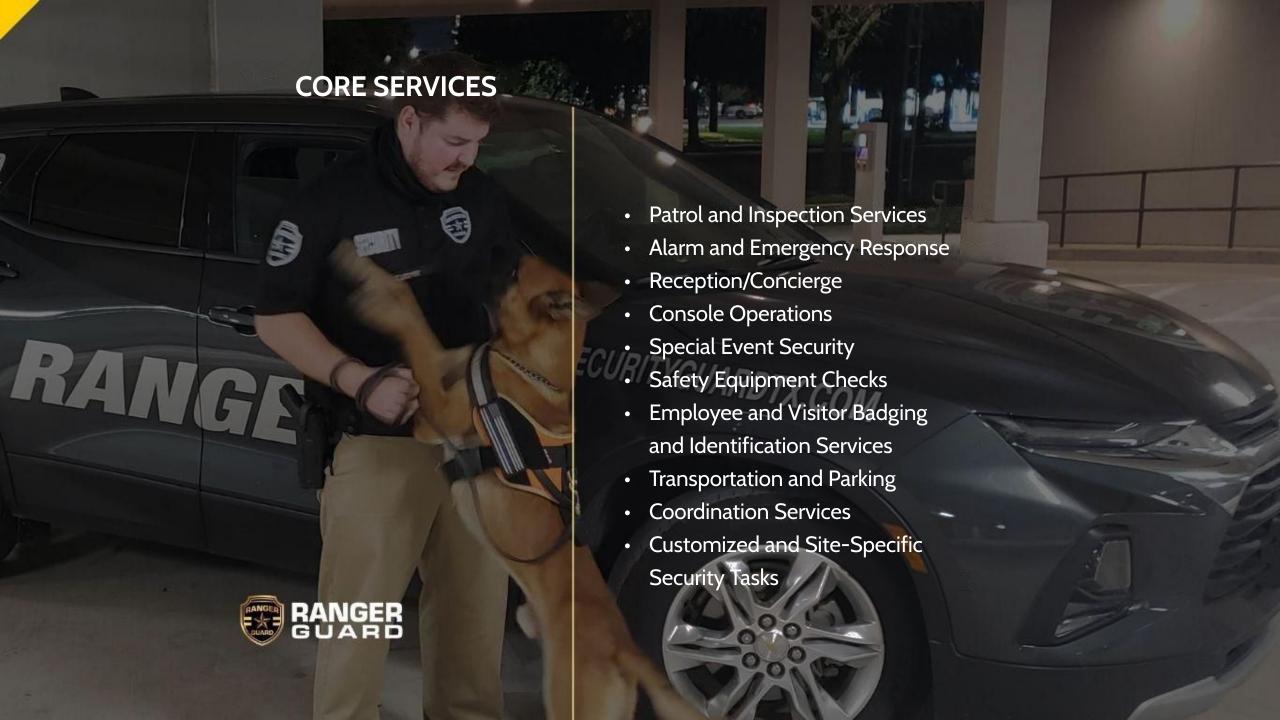
Ranger Guard Officers

Ranger Guard security officers are the foundation of our organization. That's why our extensive pre-employment screening and selection procedures verify each candidates background and assess personal qualities, including trustworthiness, honesty, and integrity.





After vetting officers are professionally trained to safeguard people, property, and information. We hold our officers to a high standard and expect them to execute their duties while upholding our core values: Quality, Reliability and Transparency.





For questions needing immediate attention, call us at 713-999-9955



ATTACHMENT C

AK Security Services Proposal (Recommended Ranking: #3)

Kimley» Horn

AK Security Services 8777 San Jose Blvd. Suite 703 Jacksonville, FL 32217 Phone: (855) 777-2851

www.aksecurityservices.com

Fax: (866) 417-6020

operations@aksecurityservices.com

Certified Women Owned Business Enterprise

FEIN: 26-1273924



Denise Henkes Kimley-Horn & Associates

AUGUST 02, 2024

2024

Proposal #

238

Construction Security Operation



Prepared by

Igor Krasnov
Director of Operations
AK Security Services
Your trusted 24/7 safety partner

Introduction

Our priority is to provide clients with highly trained security professionals and to treat others with dignity and respect.

WHO WE ARE:

AK Security is a dedicated team of professionals with a thorough focus on genuine positive solutions concerning every aspect of personal and property security. AK Security is a customer service-driven agency with a perfect track record for 20 years now. Our lines of communication stay open during the entire assignment duration. AK Security's core value is client retention over sale volume. This is where we are different from the rest. AK Security depends on satisfied clients to continue our growth, together. AK Security management has years of experience in law enforcement, armed service, and criminal justice backgrounds.

HOW WE OPERATE:

We establish a comprehensive security plan that reflects your property rules and regulations. No plan is ever the same as each property has its individual ideas and security-related issues even if our client is the same company with a different property. Through teamwork and collaboration between your team and ours, we are able to achieve efficiency and productivity. Keep track of your security team and activity within your place of business by accessing your client portal. Each security officer utilizes AK Security's cloud-based, GPS-tracked reporting and patrolling system. KNOW the issues administered and KNOW the daily developments within our coverage. By focusing on solving mutual problems while holding our standards high, AK Security was recognized as "Best of the best" for the year 2020.





Did you know?

AK Security initializes risk evaluations on properties with an already existing security team. Do you feel like your current provider was not the best choice for you? Our team is eager and ready to take on a new challenge and work side by side with you to achieve a mutual goal of complete secured operation.

Hire the professionals. Work with AK Security and we will show you why we are rated as a 5-star agency in every region of our coverage.



Overview

"I am completely satisfied with the performance of the AK Security staff assigned to our facilities. The customer service people respond quickly to all my questions and needs."

Arnold K., Director @ School Systems

AK Security Services' solutions is not a 1 plan works for all approach. We pride ourselves on identifying your challenges quickly and designing strategies to address them, always keeping top of mind your business's need for minimal disruption.

By setting our team up for success, AK Security is able to deliver on our promise to provide an exceptional customer experience. This is one of the reasons that we have one of the highest retention rates in the industry

Key Deliverables:

A dedicated team of professionals at your disposal with Kimley-Horn & Associates's best interest in mind.

A customized solution tailored to Kimley-Horn & Associates's specific needs.

An implementation plan that takes into account the challenges of organizational change and sets benchmarks for success.

Implementation services and supports to help overcome obstacles and smooth the path as your solution is rolling out.

Ongoing project management and analytics that ensure benchmarks are met and tactics are modified to reflect your evolving needs.





Did you know?

Research shows that properties with an active security personnel, has a great reduction in crime and liability according to police reports.

AK Security's retail division sees on average an amazing 85% reduction of theft and inventory loss. An investment that pays for itself.



Service designed for Kimley-Horn & Associates



UNDERSTANDING YOUR NEEDS

- Set up a meeting with a consultant to design a bulletproof plan for Kimley-Horn & Associates.
- Each and every property is as unique as your business. Your security should be distinctive. Have the right person for the right job, guaranteed.



FINE-TUNING YOUR SECURITY SOLUTION

- Like all good things in life, they require tweaking for comfort. Each initiated contract is carefully observed by the AK Security management team to ensure proficiency and productivity.
- We get to know your needs and safety requirements within the first 30 days of our team on the ground and make necessary adjustments in order to continue a proactive partnership..



KEEPING TRACK OF THE PROGRESS

- Days of paper timesheets and reports are long gone. Even if you are not on-site, KNOW that your security team has got your back. Each officer utilizes AKSS GPS-tracked clocking and reporting system so you don't have to guess what is happening on your property.
- Have access to the reports which include pictures and GPS stamp at the time of the report submission. No more guessing on where what and why.

DETAILED PLANNING PRODUCES QUALITY WORK

This is why our clients have continued to work with us for over 17 YEARS!!! and counting.

Just a few of AK Security fans that make us blush:















Integrated Field Solutions



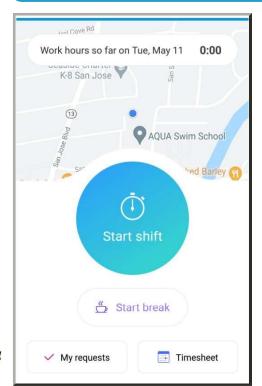
TECHNOLOGY

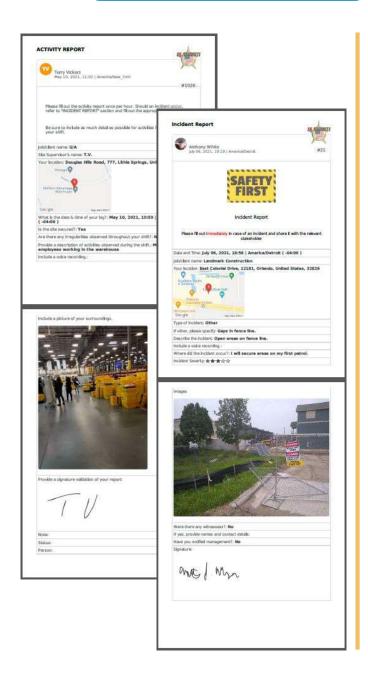
- · Assurance designed accountability
- NFC and QR coded checkpoints
- \cdot 24/7 live feed client portal
- Incident report push notification
- Hourly report uploads

YOU HAVE OPTIONS

Don't like logging in to the client portal? No problem, we will email you the reports.

- · Each report is GPS stamped
- Easy to read reports
- Mandatory on-site time-clock tracking for going on and off duty
- · Digitally submitted timesheets







AK Security Services

8777 San Jose Blvd. Suite 703

Jacksonville, FL 32217

www.aksecurityservices.com

Ph: (855) 777-2851

License #B2600249 - FL

License #PSC002300 - GA

License #B10503001 - TX

QUOTE	DATE
238	August 02, 2024

YOUR INVESTMENT

Kimley-Horn & Associates

12740 Gran Bay Parkway Suite 2350

Kimley» Horn

Representative: Igor Krasnov

Jacksonville, FL 32258

DESCRIPTION OF WORK:

Provide professional, unarmed, uniformed security patrol to deter trespassing, theft, and vandalism. Security officers will utilize GPS tracked reporting system while following and enforcing property rules and regulations as specified in the post order procedures.

DESCRIPTION	PRICE	QTY	SUBTOTAL
Unarmed, uniformed security officer(s)8 hour minimum per shift	\$27.50/Hour	0	\$0/Hour
Armed, uniformed security officer(s)8 hour minimum per shift.	\$32.50	0	\$0/Hour
Marked patrol vehicle(s) Monthly lease	\$1,449.99 /Month	0	\$0/Month
Tactical and electronic equipment Monthly charge WAIVED - IK	\$0/Month	0	\$0/Month



SERVICE AGREEMENT TERMS AND CONDITIONS:

- 1. The security officers furnished by AK Security Services shall perform such services as agreed upon and signed by AKSS and the Client. If the Client alters any instructions or directions given by AKSS to any security officers directly, or if the Client assumes any supervision of the security officers directly, the Client shall be solely liable for any and all consequences thereof and agrees to indemnify, defend and hold harmless AKSS from and against any and all losses, claims, expenses or damages arising from or relating to the actions or omissions of such security officers.
- 2. AK Security Services will bill Client on a regular basis with invoices payable, without offset, upon receipt. Any dispute or claim regarding the amount of an invoice or the underlying services rendered must be sent in writing by the Client to AKSS within seven (7) days from the invoice date setting forth the nature of the dispute and including all supporting documentation or it shall for all purposes be deemed waived by the Client. For purposes of this paragraph, time is of the essence. Client agrees that all accounts shall be paid promptly upon submission of the invoice. All accounts are billed weekly and are delinquent on the 31st day with a 10% penalty on the 32nd day. The above terms and conditions of this Agreement have been agreed to and are binding and non-negotiable. Client has agreed to pay all attorneys' fees and collection fees, plus costs, which may be incurred by AKSS in the collection of any unpaid invoice pursuant to the terms of this paragraph.
- 5. Client agrees that it will not employ directly or in any related capacity indirectly any person who has been employed with AKSS at any of the sites described in this Agreement within one hundred eighty (180) days following the last day on which AKSS employed such person. Any breach of this provision shall result in a payment by the Client to AKSS of five thousand dollars (\$5,000.00) for each employee so employed.
- 4. Any and all property, equipment, supplies, and materials furnished by AKSS hereunder and placed at or on any of the sites described in this Agreement shall remain the property of AKSS. AK Security Services shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials.
- 5. AK Security Services agrees that the services furnished under this Agreement shall be in conformity with practices which are generally current in the security industry. AKSS further agrees that the Client shall have the right to reject in writing for any lawful reason whatsoever any personnel assigned by AKSS, and AKSS shall as soon as reasonably possible thereafter provide satisfactory replacements.
- 6. THE PARTIES AGREE THAT AK SECURITY SERVICES DOES NOT REPRESENT AND CANNOT WARRANT THAT THE SERVICES FURNISHED WILL PREVENT OR MINIMIZE THE LIKELIHOOD OF LOSS. AKSS'S RESPONSIBILITY IS SOLELY LIMITED TO PROVIDING PHYSICAL SECURITY SERVICES AND AKSS HAS NOT BEEN ENGAGED AS A CONSULTANT OR OTHERWISE TO PROVIDE AN ASSESSMENT OF SECURITY NEEDS AT THE SITES(S) COVERED. AKSS'S SERVICES SHALL NOT GIVE RISE TO OR CONFER ANY RIGHTS ON ANY THIRD PARTY AND CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS AKSS AGAINST ANY CLAIMS BY THIRD PARTIES.
- 7. AKSS shall not be liable to client, its officers, directors, employees, agents, guests, invitees or any other third party and, to the fullest extent permitted by law, Client hereby releases AKSS, its stockholders, directors, officers, employees and agents for any property loss, economic loss or personal injury (including death) resulting from AKSS's delay in performing or failure to perform any service under this Agreement where such delay or failure is caused, in whole or in part, by any event beyond the reasonable control of AKSS, its employees and agents, including but not limited to any act of God, active shooter incident, pandemic outbreak, flood, windstorm, governmental embargo, quarantine, strike, riot, war or other military action, civil disorder, acts of terrorism, rebellion or revolution, hostile fire, sabotage or governmental seizure.
- 8. It is understood and agreed that in no event will AKSS be liable to the Client or any other party for indirect, consequential or special damages or lost profits resulting from the services provided hereunder. It is further understood and agreed that in no event shall AKSS be liable for any damages in excess of the amount paid by the Client to AKSS hereunder during the twelve (12) months preceding the loss, whichever amount is greater. Furthermore, AKSS will not be responsible for individual; laptop computers, software, cell phones, pagers, fax machines, or any other personal items left unattended.
- 9. The Client acknowledges that it alone has chosen the number of security officers and type of service to be provided herein. AKSS has informed the Client that additional personnel and services are readily available from AKSS at an additional cost to the Client and that the Client has elected not to avail itself of any such additional personnel or services at this time.



- 10. Notwithstanding anything to the contrary, AKSS may terminate this agreement at any time after twenty-four (24) hours notice to the Client due to Client's failure to pay any monies due hereunder, or if at any time during the term of this Agreement there shall be filed by or against Client in any court, pursuant to any statute, a petition in bankruptcy, insolvency, reorganization, or the appointment of a receiver to receive all or a portion of the Client's property. This agreement can be terminated with 30 days written notice by mail or email with confirmation from both parties.
- 11. AK Security Services is an Equal Opportunity Employer and does not discriminate in the hiring, promotion or enforcement of its policies and procedures on the basis of race, color, creed, sex, sexual orientation, age, marital status, or national origin, and complies, with all known pertinent laws, Executive Orders and regulations.
- 12. Customer shall provide the following support staff, office space, and services support to Consultant while on Customer premises. In this case Security Officer will be placed on the Client's property/place of business to enforce property policies/rules.
- 13. Consultant is an independent contractor with respect to, and not an employee of Customer. Therefore, Customer is not responsible for providing any fringe benefits to Consultant including, but not limited to, health insurance, paid vacation, or any other employee benefits.
- 14. Consultant's employees, if any, who perform services for Customer under this Agreement, directly or indirectly, shall also are bound by the provisions of this Agreement. Consultant shall make/take all necessary steps to effect compliance with this condition of the Agreement.
- 15. Consultant shall obtain all necessary insurance and other benefits required by law for its employees or subcontractors. Consultant shall show such evidence to Customer prior to beginning work on Customer's premises.
- 16. Confidentiality. Both parties recognize that Customer and Consultant will disclose certain proprietary information of a broad nature. Consultant and Customer agree to hold all such information in confidence by itself, and by its employees if any. The confidentiality and non-disclosure provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
- 17. Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.
- 18. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- 19. CORPORATE AND PERSONAL GUARANTEE Client agrees that if credit is extended by AKSS or its subsidiaries, payment will be made within thirty (30) days after the receipt by Client, with a 10% penalty after the 31st day that will be added to the delinquent amount. In the event that it becomes necessary to engage legal assistance to collect the delinquent account, Client agrees to pay all costs of collection plus reasonable attorney's fees. Client hereby authorizes any institution to release credit information concerning Client and/or Client's business to AKSS or its subsidiaries to disclose factual information regarding the record of payment. Each person undersigned, individually and jointly and severally, personally guarantee payment, immediately when due, of all indebtedness and/or liabilities, of whatever character, now owing, or which may hereafter be owing, of become due, from Client to AKSS. The furnished credit and a separate action or actions may be brought and prosecuted against guarantors, or any of them, whether action is brought against the business being extended credit or whether the business being extended credit is joined in any such action or actions. An action may be brought against the guarantors, or any of them, without the necessity of the creditor making a formal demand on the principal debtor. Venue for a legal action, which arises as a result of debtor/guarantor's failure to pay amounts justly due and owing upon proper demand, therefore, shall be in the State of Florida, County of Duval.



Let's Work Together

This Agreement, together with the following Attachments, constitute the entire Agreement between the parties with respect to the subject matter hereof, and as of the date this Agreement is executed by both Parties, shall supersede any previous agreements or understandings, written or oral, between the Parties. All modifications to the applicable Compensation arrangement shall be in writing and signed by both Parties and shall not supersede the terms of this Agreement.

The Agreement shall commence on Not yet accepted.

Cancellation Terms - This Agreement may be terminated immediately by both parties, at any time without cause, complying with a thirty (30) days prior written notice. Material and equipment furnished under this proposal shall remain the property of the seller unit final payment has been received.

Igor Krasnov	Denise Henkes	
	5	

Igor Krasnov
Director of Operations | AK Security Services

Denise Henkes Administration | Kimley-Horn & Associates

We look forward to working with you!





ATTACHMENT D

EBS Security, Inc. Proposal (Recommended Ranking: #4)

EBS SECURITY INC.

220 East Forsyth Street, Suite C Jacksonville, Florida 32202

Proposal for Security Services

Attention: Denise Henkes

RiversEdge Construction 1915 Riversedge Blvd Jacksonville, FL 32207 (Oct 1, 2024 – Dec 21, 2025 estimated)

Submitted by:

Chief Bankhead President/CEO

This document serves as a proposal for services. This proposal is based upon information obtained from a representative from your establishment/organization. This is not an actual contract for services, this is a proposed price for security services from information gathered. After your review, please contact our office for additional questions/concerns or if you would like to proceed with services.

Overview of EBS's firm's and staff qualifications

Statement of Work

Since 2002, EBS Security Inc. has provided quality Security Officer Services. EBS Security Inc. is a privately-owned firm based out of Jacksonville, Florida.

Qualifications:

- 1. Combined we have over one hundred years of Security experience.
- 2. Highly trained Officers.
- 3. Armed and Unarmed Security Officers.
- 4. We respect our clients, and our records speak for itself.

Executive Summary

Printella Bankhead, the owner of EBS Security Inc., has a Criminal Justice Degree, Business Certificate, City Minority Certification, D-License, G-License, W-License, Agency License, CPR-1st Aid, and over 30 years of various training and certificates. EBS Security Inc. is a member of the Jacksonville Chamber of Commerce, the Small Emerging Business Association, and The Better Business Bureau, as well as certified with the City of Jacksonville Minority Business Association. Our Officers include former Military and Law Enforcement Officers. We believe our high-quality training gives us the edge in providing quality security services.

Personnel Qualification Requirements

All Security Officers are given the company's rules, regulations, policies, and procedures. All Officers are always expected to be professional and abide by Federal, State, and Local Laws regarding Security Officers. All Officers undergo criminal background checks, are screened, and have satisfactory reference checks on file before employment.

General Requirements

In addition to the above-listed qualifications, all officers assigned to a contract account will comply with the following requirements before assignment.

- Have passed all State security requirements.
- Have passed a physical examination and have a valid State driver's license.
- Be a U S citizen or an alien who has been lawfully admitted for permanent residence and can read, write, and speak the English language.

- Be able to accept and respond to instructions and directions as well as prepare clear and concise reports.
- Have a D License &/or G License certified by the State of Florida.
- Always have a neat and professional appearance.
- Be friendly and courteous always to all employees and guests.
- Be professionally trained and qualified to perform the assigned tasks.

Pricing Proposal

Our proposed costs are presented in an easy-to-read format, so you know exactly where your security dollars are being spent.

Schedule	
Monday	1700-0800 (15 hrs)
Tuesday	1700-0800 (15 hrs)
Wednesday	1700-0800 (15 hrs)
Thursday	1700-0800 (15 hrs)
Fri <mark>da</mark> y	1700-0800 (15 hrs)
Saturday	24 hrs
Sunday	24 hrs

Total Estimated Weekly Hours 123

Personnel	Regular Hourly Bill Rate	Quantity	
Licensed Unarmed Security Officer	\$26.00	1	
Additional Personnel Qualifications and/or Equipment			
No additional equipment needed	ACCES TO A		

Total Regular Hourly Bill Rate \$26.00

Equipment	Regular Monthly Charges	Quantity
Patrol Vehicle Marked EBS Security patrol vehicle with signs and warning lights	\$1000.00	1
Lighthouse Electronic documentation, patrol check point scans, live GPS tracking	\$25.00	4

Total Regular Monthly Charges \$1100.00

*Note: Monthly costs will be split based on the billing cycle (weekly, bi-weekly, or monthly)

*Note: Hourly costs <u>do not</u> include applicable taxes and fees.

Pricing includes the following duties for the officer:

- Provide security presence
- Patrol construction site and materials/equipment laydown area by vehicle and/or foot
- Contact emergency services as needed
- Lighthouse Document all activities electronically (Daily Activity Report)
- **Lighthouse** Send two daily emails with Daily Activity Reports (location and individual formats), multiple recipients possible
- Lighthouse Send Incident Reports by email, multiple recipients possible
- Lighthouse Patrols are documented with checkpoint scans (may or may not be possible; requires review of job site for reliable locations for checkpoints)

Client provides following:

- Restroom / porta-potty access
- Access keys/codes to perimeter gates to allow security officers to complete shift changes as needed
- Point(s) of contact for emergency notifications
- Parking space (on site/inside the fence) for security patrol vehicle during non-security coverage hours

Pricing Exceptions (for hourly billing)		
Holidays (recognized holidays listed below)	1.5 times regular bill rate	
Extra Coverage (greater than 48-hour notice)	Regular bill rate	
Extra Coverage (less than 48-hour notice)	1.5 times regular bill rate	
Hazardous Weather	1.5 times regular bill rate	

Recognized Holidays	
New Year's Day	President's Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Veteran's Day	Christmas Day
Martin Luther King Day	Juneteenth
Good Friday	

Cancelation Terms

30 Day Cancellation

Either the Client or EBS Security has the right to cancel this agreement with thirty (30) days written notice advising the other party of the reasons for the cancellation.

Our rates are negotiable. Please remember to send over your tax-exempt certificate (if applicable).

Please note: The above-captioned pricing proposal is our indication for security services based on the information received as of <u>August 6, 2024</u>. Pricing is subject to change should there be any modifications to the scope of work and/or contract provisions. Our pricing proposal is valid for <u>14 days</u> from today's date.

Kindly check out our advertisement on www.ebssecurity.com



EBS Security Terms and Conditions

This is not a complete contract and is provided only to show the terms and conditions. Any rates/dates in this sample are not binding.

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

During the term of this contract and any extensions or renewals thereof, the Client agrees to use and EBS to furnish such services as described herein, and Client agrees to pay EBS pursuant to the following schedule:
 <u>One (1) Unarmed Security Officer per shift at a rate of \$26.00 per hour/Lighthouse reports \$100.00 per month/EBS Security patrol vehicle at a rate of \$1000.00 per month subject however to rate increase in compliance with regular yearly increases in compliance with the federal, state and local laws.
 <u>Holiday/Overtime and Hazardous weather rate will be \$39.00 per hour, which is 1.5 of the regular rates.</u> Holiday rates will be billed on the following recognized holidays:
</u>

New Year's Day, Memorial Day, Labor Day, July 4th, Veterans Day, Martin L. King Day, Thanksgiving Day, Christmas Day, Presidents' Day, Juneteenth, & Good Friday.

The above rates shall become effective as the commencement date stated in Article 1 and shall remain in force for a one-year period. Thirty (30) days prior to the anniversary date of this contract, written notice shall be provided to the Client wherein Client and EBS agree to meet to negotiate any contractual changes. In the absence of such notice, the contract shall automatically be renewed for a period of one year, although failure to give such notice shall not preclude appropriate increases. Either the Client or EBS has the right to cancel this agreement with thirty (30) days written notice advising the other party of the reasons for cancellation.

the services furnished by EBS hereunder shall commence on <u>October 01, 2024</u>, and shall continue unless seven (7) days written notice to the contrary has been given by one party or the other.

- 2. The type and nature of the services described herein may not be varied without prior written amendment to this contract, executed by both parties, and subject to negotiation. The services provided by EBS are determined by the scope of the work set forth in Special Provision B, and additional services are available at greater costs. The furnishing of the services provided hereunder shall not be construed as a guarantee of protection against any or all contingencies or occurrences which may arise out of, or be connected, with the furnishing of such services.
- 3. The individuals used to perform such services, as the Client shall request, shall be employees of EBS, an independent contractor. The payment of Federal, State and/or Commonwealth taxes, Social Security benefits, unemployment compensation taxes and wages shall be the sole function and responsibility of EBS.
- 4. EBS will maintain throughout the period of this contract Comprehensive General Liability Insurance, Workers Compensation Insurance, to satisfy applicable statutory requirements, Employers' Liability Insurance, and coverage for legal liability for loss or damage to Client's property entrusted to EBS arising from dishonesty of EBS employees. It is agreed and understood, however, that EBS is not an insurer of property or persons guarded. In case a claim is made by any person, entity, or corporation, including Clients, against EBS, Client shall not be entitled to retain the amount of any such claim out of monies due or owing EBS hereafter.
- 5. If, at the request of the Client, an EBS employee is assigned duties other than those duties set forth by this contract, EBS policies, regulations or guidelines, the Client hereby assumes complete responsibility, therefore.
- 6. EBS shall invoice the Client bi-weekly for services performed, which invoices shall be sent via fax and/or regular mail to the address on Special Provision C and shall be due and payable upon receipt. Payment not received by the 14th day after the date of invoice will accrue interest at the rate of one and a half (1.5%)

percent per month or the maximum legal rate permissible in the State or Commonwealth in which the services are performed, whichever is lowest, on the unpaid balance. Client agrees to pay EBS all collection costs including reasonable attorney's fees. If payment is not received in accordance with the terms hereof, EBS will have the option to terminate services upon 24 hours written notice.

- 7. If there is enacted any law, regulation, ruling or other such mandate, by any authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions, or cost of performing the service hereunder, the Client agrees that such increased costs shall be billable to the Client as of the effective date of such new laws, regulation, ruling or mandate.
- 8. Changes in statutory costs, including but not limited to FICA, FUI and SUI, or insurance premiums or cost which are imposed on or incurred by EBS, shall result in an increase, or decrease in the rates so affected date of such new law regulation, ruling or mandate.
- 9. Should a condition arise which calls for substantial increase in the number or degree of services initially estimated, EBS shall have a reasonable time within which to provide said services; and in the event of a strike, walkout, slow down, or other labor dispute or difficulty by Client employees or employees of other contractors on premises being serviced by EBS employees, whether contrary to a labor agreement or not, Client and EBS agree to negotiate change in rates as set forth in paragraph one above.
- 10. The Client agrees it will not employ any person who has been employed by EBS within one hundred twenty (120) days following the last date on which EBS employed such a person. Should this covenant be breached by the Client, the parties herein mutually agree that in consideration of EBS waiving enforcement thereof, the Client shall indemnify and hold harmless EBS from and against all loss's claims, and liabilities, including reasonable attorney's fees, based upon or arising out of damages or injuries caused wholly or in part by the acts or omissions of former employees of EBS while in the employ of the Client.
- 11. EBS and the Client agree to comply with all applicable Federal, State and Local laws, including the Civil Rights Act 1964 as amended. The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment Opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2012 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era. Is incorporated herein by specific reference.
- 12. Client warrants and represents that there are no chemical hazards, which require disclosure to employees of EBS, which have not been disclosed to EBS under the OSHA Chemical Hazard Communication Standard 1910.1200. Client agrees that Client will allow EBS employees to attend any Hazard Communication Training Program conducted for the benefit of Client employees and will provide all training materials to employees of EBS to the extent required by law for employees of Client.
- 13. All notices under this contract will be sent by fax, certified mail, or hand-carried to the following addresses:

For the Client:	For EBS:
To be determined	EBS Security Inc.
	220 E. Forsyth St., Ste. C
	Jacksonville, FL 32202
	B-2200041

14. This contract, together with all documents incorporated herein by reference, constitutes the entire agreement between the parties, and supersedes all other documents and correspondence. The parties shall not be bound by, or liable for any statement, covenants, representations, promises, inducements, or understandings not set forth herein. The contents of specifically incorporated herein, are not a part of this contract and shall have no effect or influence upon its interpretation. No amendments or modifications of any of the terms or conditions shall be valid unless reduced to writing and executed by both parties.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

6

Brendha Silva

From: Craig Wrathell

Sent: Tuesday, October 15, 2024 3:32 PM

To: Daphne Gillyard

Cc: Sandy, Sarah R.; Jason Middleton; Cindy Cerbone

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine -

08/22/2024 expiration

Attachments: Endt1.FIA.PKG.TheDistrict.IMAdded.pdf;

Invoice. Endt 1. FIA. Building Materials. The District. IMAdded. pdf

Hi Daphne

Please place on Monday's The District CDD agenda for Discussion: 'Status of Successful Secured Builder's Risk Insurance'. Please include the email below with attachments as backup to this discussion item.

Thanks Craig

Craig Wrathell
Managing Member
Wrathell, Hunt & Associates, LLC

Toll-free: (877)276-0889 Phone: (561)571-0010 Fax: (561)571-0013 www.whhassociates.com

Mailing Address (for all payments and correspondence sent via US Mail):

P.O. Box 810036 Boca Raton, FL 33481

Physical Address (for all payments sent via express services):

2300 Glades Road, Suite 410W Boca Raton, FL 33431

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.



Wrathell, Hunt and Associates, LLC

From: Craig Wrathell

Sent: Friday, August 23, 2024 1:35 PM

To: Hunter Redinger < HREDINGER@EGISADVISORS.COM>; Sandy, Sarah R. < Sarah.Sandy@KutakRock.com>; Mark

Grimmel <mgrimmel@egisadvisors.com>; Stephanie Schackmann <schackmanns@whhassociates.com>
Cc: Jason Middleton <middletonj@whhassociates.com>; Mullis, Mike <Mike.Mullis@kimley-horn.com>;
Bill.Schilling@kimley-horn.com; Ralph Conti <rconti@racoadvisors.com>; Cindy Cerbone
<cerbonec@whhassociates.com>; TheDistrictCDD <TheDistrictCDD@districtap.com>; DistrictCDD@DistrictAP.com
Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Awesome!!! Thank you Hunter and Mark!!!!

Craig Wrathell
Managing Member
Wrathell, Hunt & Associates, LLC

Toll-free: (877)276-0889 Phone: (561)571-0010 Fax: (561)571-0013 www.whhassociates.com

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FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.



Wrathell, Hunt and Associates, LLC

From: Hunter Redinger < HREDINGER@EGISADVISORS.COM>

Sent: Wednesday, August 21, 2024 10:36 AM

To: Sandy, Sarah R. <<u>Sarah.Sandy@KutakRock.com</u>>; Craig Wrathell <<u>wrathellc@whhassociates.com</u>>; Mark Grimmel

<mgrimmel@egisadvisors.com>; Stephanie Schackmann <schackmanns@whhassociates.com>

Cc: Jason Middleton < middletonj@whhassociates.com >; Mullis, Mike < Mike.Mullis@kimley-horn.com >;

Bill.Schilling@kimley-horn.com; Ralph Conti <rconti@racoadvisors.com>; Cindy Cerbone

<cerbonec@whhassociates.com>; TheDistrictCDD <TheDistrictCDD@districtap.com>; DistrictCDD@DistrictAP.com

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Good Morning Craig & Sarah,

Thank you for the contracts! Attached is the FIA Inland Marine Endorsement which has adds \$2.5M in blanket coverage for building materials onto the policy for The District Community Development District. The annualized premium is approximately \$28,753 (FYE24) and the pro-rated premium for this addition effective on 08/22/2024 is \$3,151.00.

This endorsement matches the terms of the expiring policy and excludes the "per item" cap of \$15,000.

Also attached is the Egis Invoice which represents the amount due of \$3,151.

Remit Payment To: Egis Insurance Advisors

P.O. Box 748555

Atlanta, GA 30374-8555

Thank you!

Warmest Regards,

Hunter Redinger

Account Manager

Egis Insurance & Risk Advisors

150 East Palmetto Park Road, Suite 705, Boca Raton, FL 33432

Direct: (561) 210-7634 Fax: (561) 409-2353

Email: hredinger@egisadvisors.com





Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)

Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)

From: Sandy, Sarah R. <Sarah.Sandy@KutakRock.com>

Sent: Sunday, August 18, 2024 12:22 PM

To: Craig Wrathell <wrathellc@whhassociates.com>; Mark Grimmel <mgrimmel@egisadvisors.com>; Hunter Redinger <HREDINGER@EGISADVISORS.COM>

Cc: Jason Middleton <middletonj@whhassociates.com>; Mullis, Mike <Mike.Mullis@kimley-horn.com>; Bill.Schilling@kimley-horn.com; Ralph Conti <rconti@racoadvisors.com>; Cindy Cerbone <cerbonec@whhassociates.com>

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

All, below please find links to download UCC's Final Contracts with the CDD – note there are 2 (one for the CRA portion & one for the CDD portion). If there is anything else you need, please let me know.

Links expire 2024-09-02

UCC Group Construction Contract - Phase 3B CDD Project - FINAL 5.17.24 (EXECUTED)- District CDD.pdf

Links expire 2024-09-02

UCC Group Construction Contract - Phase 3B CRA Project - FINAL 5.17.24 (EXECUTED) - District CDD.pdf

From: Craig Wrathell < wrathellc@whhassociates.com >

Sent: Friday, August 16, 2024 5:43 PM

To: Mark Grimmel < mgrimmel@egisadvisors.com; Hunter Redinger < HREDINGER@EGISADVISORS.COM; Sandy, Sarah

R. <Sarah.Sandy@KutakRock.com>

Cc: Jason Middleton <<u>middletonj@whhassociates.com</u>>; Craig Wrathell <<u>wrathellc@whhassociates.com</u>>; Mullis, Mike <<u>Mike.Mullis@kimley-horn.com</u>>; <u>Bill.Schilling@kimley-horn.com</u>; Ralph Conti <<u>rconti@racoadvisors.com</u>>; Cindy

Cerbone <cerbonec@whhassociates.com>; Craig Wrathell <wrathellc@whhassociates.com>

Subject: FW: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

[CAUTION - EXTERNAL SENDER]

Mark

Good evening (or late evening Vienna time)

I greatly appreciate you taking my call this afternoon while you are in Vienna (sorry to disturb your vacation). Please see below a summary of the 'The District CDD' site contractor agreements in place. I'm copying in Sarah Sandy District Counsel. I spoke to Sarah moments ago and she confirmed that JB Coxwell, UCC Group, Inc, and Shoreline Foundation, Inc. (Shoreline's work is complete) all <u>are required</u> within their agreements with The District CDD to carry builder's risk insurance. Sarah will send a link to the recently fully executed UCC agreements. The Kampan playground installation agreement with the CDD does <u>not</u> require they carry builder's risk insurance. Sarah has re-affirmed that the CDD will need builder's risk insurance in place to cover all CDD purchased construction materials while stored on-site due to the fact that the CDD is directly purchasing these materials from the suppliers via purchase orders to enable the CDD to take advantage of the Florida state sales tax exemption available to the CDD as a governmental entity. As we discussed, each of the aforementioned contractors are the companies actually handling the construction for the CDD.

I greatly appreciate the attached email from Hunter I received moments ago stating that 'I just got off the phone with Mark and wanted to reassure you that the building materials will be covered with no gap in coverage.' Our current policy expires August 22nd and I was getting extremely concerned that there wasn't a replacement policy in place at the moment to cover us after August 22nd.

Thanks again for your's and Hunter's help!

Craig

Craig Wrathell
Managing Memberr
Wrathell, Hunt & Associates, LLC
Toll-free: (877)276-0889

Phone: (561)571-0010
Fax: (561)571-0013
www.whhassociates.com

Mailing Address (for all payments and correspondence sent via US Mail):

P.O. Box 810036 Boca Raton, FL 33481

Physical Address (for all payments sent via express services):

2300 Glades Road, Suite 410W

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.



Wrathell, Hunt and Associates, LLC

From: Craig Wrathell

Sent: Thursday, August 1, 2024 11:01 AM

To: Hunter Redinger <hre>HREDINGER@EGISADVISORS.COM>
; Cindy Cerbone <cerbonec@whhassociates.com>
; Bill.Schilling@kimley-horn.com
; Ralph Conti <rconti@racoadvisors.com>
; Mike.mullis@kimley-horn.com

Cc: Ling Chen <<u>chenl@whhassociates.com</u>>; Jeffrey Pinder <<u>pinderj@whhassociates.com</u>>; Stephanie Schackmann <<u>schackmanns@whhassociates.com</u>>; Jason Middleton <<u>middletonj@whhassociates.com</u>>; Craig Wrathell <<u>wrathellc@whhassociates.com</u>>

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Bill, Mike & Ralph

Good morning again. We are in the process of renewing the district's builder's risk insurance policy. Can you please provide the info Hunter is requesting below so we can move forward to renewing the policy. To assist I provided a summary of what I believe to be the status of our construction related contracts.

At the May 20th Board meeting we did approve the following additional construction work: 1) UCC Group, Inc contract for the Phase 3B CRA Project work (Parks Riverwalk, and streetscape improvements) for \$15,771,341.10. 2) UCC Group, Inc. contract for Phase 3B – CDD streetscape improvements for \$4,882,102.74. 3) We ratified the Kampan playground equipment installation agreement for \$470,423.13. We did also approve moving forward with finalizing agreements with Rush Marine for the CDD Marina Project \$26,781,955 and Phase 4 CRA project not to exceed and to be negotiated \$5,885,035.

May 31, 2024 JB Coxwell pay app #29 shows that total contract at \$11,994,340 (with change orders) total completed and stored \$10,878,736.18. This work is nearing completion for the Phase 3 – CDD Project.

April 2024 JB Coxwell Phase 3 CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways) shows Contract sum to date \$8,329,132.72 (with change orders) total completed & stored to date \$4,346,644.69.

If I am not mistaken the Shoreline Foundation, Inc. construction work is substantially complete/complete, correct? Shoreline Foundation, Inc CRA Project PH 2 Seawall February 28, 2023 pay app shows total contract \$3,243,311.47 (with deductive change orders) and total completed and stored \$3,096,128.30 plus \$10,109.14 payment.

Thanks Craig

Managing Member

Wrathell, Hunt & Associates, LLC

Toll-free: (877)276-0889 Phone: (561)571-0010 Fax: (561)571-0013 www.whhassociates.com

Mailing Address (for all payments and correspondence sent via US Mail):

P.O. Box 810036 Boca Raton, FL 33481

Physical Address (for all payments sent via express services):

2300 Glades Road, Suite 410W Boca Raton, FL 33431

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.



Wrathell, Hunt and Associates, LLC

From: Hunter Redinger < HREDINGER@EGISADVISORS.COM>

Sent: Thursday, August 1, 2024 10:27 AM

To: Craig Wrathell <wrathellc@whhassociates.com>; Cindy Cerbone <cerbonec@whhassociates.com>

Cc: Ling Chen <<u>chenl@whhassociates.com</u>>; Jeffrey Pinder <<u>pinderj@whhassociates.com</u>>; Stephanie Schackmann <<u>schackmanns@whhassociates.com</u>>; Jason Middleton <<u>middletonj@whhassociates.com</u>>

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Good Morning,

The carrier is requesting how much of the project is completed and how much is left to be completed.

So, we know that the piping is about 95% completed. What about roadways, pump/lift stations? Here is the project description I'm going by:

"Project will consist of installing water, sewer piping and stormwater drainage at a dirt CDD (no existing construction or infrastructure). Roadways and pump/lift stations may be constructed and installed in the future. For now, the construction materials that will be stored on site consist primarily of piping."

Warmest Regards,

Hunter Redinger

Account Manager

Egis Insurance & Risk Advisors

150 East Palmetto Park Road, Suite 705, Boca Raton, FL 33432

Direct: (561) 210-7634 Fax: (561) 409-2353

Email: hredinger@egisadvisors.com





Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)

Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)

From: Craig Wrathell <wrathellc@whhassociates.com>

Sent: Thursday, August 1, 2024 10:16 AM

To: Hunter Redinger < HREDINGER@EGISADVISORS.COM >; Cindy Cerbone < cerbonec@whhassociates.com >

Cc: Ling Chen <chenl@whhassociates.com>; Jeffrey Pinder <pinderj@whhassociates.com>; Stephanie Schackmann

<schackmanns@whhassociates.com>; Jason Middleton <middletoni@whhassociates.com>

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Thanks

Craig Wrathell
Managing Member

Wrathell, Hunt & Associates, LLC

Toll-free: (877)276-0889 Phone: (561)571-0010 Fax: (561)571-0013 www.whhassociates.com

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Wrathell, Hunt and Associates, LLC

From: Hunter Redinger < HREDINGER@EGISADVISORS.COM>

Sent: Thursday, August 1, 2024 10:14 AM

To: Craig Wrathell <wrathellc@whhassociates.com>; Cindy Cerbone <cerbonec@whhassociates.com>

Cc: Ling Chen <chenl@whhassociates.com>; Jeffrey Pinder <pinderj@whhassociates.com>; Stephanie Schackmann

<schackmanns@whhassociates.com>; Jason Middleton <middletoni@whhassociates.com>

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Understood and will do!

Warmest Regards,

Hunter Redinger

Account Manager

Egis Insurance & Risk Advisors

150 East Palmetto Park Road, Suite 705, Boca Raton, FL 33432

Direct: (561) 210-7634 Fax: (561) 409-2353

Email: hredinger@egisadvisors.com





Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)

Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)

From: Craig Wrathell <wrathellc@whhassociates.com>

Sent: Thursday, August 1, 2024 10:12 AM

To: Hunter Redinger <HREDINGER@EGISADVISORS.COM>; Cindy Cerbone <cerbonec@whhassociates.com>

Cc: Ling Chen <<u>chenl@whhassociates.com</u>>; Jeffrey Pinder <<u>pinderj@whhassociates.com</u>>; Stephanie Schackmann <<u>schackmanns@whhassociates.com</u>>; Jason Middleton <<u>middletonj@whhassociates.com</u>>; Craig Wrathell

<wrathellc@whhassociates.com>

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Thanks Hunter

We will definitely need to renew/extend this policy with construction still on-going. Please start the renewal process on this. Thanks Craig

Craig Wrathell

Managing Member

Wrathell, Hunt & Associates, LLC

Toll-free: (877)276-0889 Phone: (561)571-0010 Fax: (561)571-0013

www.whhassociates.com

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Boca Raton, FL 33431

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.



Wrathell, Hunt and Associates, LLC

From: Hunter Redinger < HREDINGER@EGISADVISORS.COM>

Sent: Thursday, August 1, 2024 10:07 AM

To: Craig Wrathell <wrathellc@whhassociates.com>; Cindy Cerbone <cerbonec@whhassociates.com>

Cc: Ling Chen <<u>chenl@whhassociates.com</u>>; Jeffrey Pinder <<u>pinderj@whhassociates.com</u>>; Stephanie Schackmann <<u>schackmanns@whhassociates.com</u>>; Jason Middleton <<u>middletonj@whhassociates.com</u>>

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Craig,

Please see the attached policy and policy extension which expires 08/22/24.

Warmest Regards,

Hunter Redinger

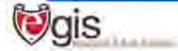
Account Manager

Egis Insurance & Risk Advisors

150 East Palmetto Park Road, Suite 705, Boca Raton, FL 33432

Direct: (561) 210-7634 Fax: (561) 409-2353

Email: hredinger@egisadvisors.com





Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)

Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)

From: Craig Wrathell <wrathellc@whhassociates.com>

Sent: Thursday, August 1, 2024 9:43 AM

To: Hunter Redinger < HREDINGER@EGISADVISORS.COM >; Cindy Cerbone < cerbonec@whhassociates.com >

Cc: Ling Chen <chenl@whhassociates.com>; Jeffrey Pinder <pinderj@whhassociates.com>; Stephanie Schackmann <schackmanns@whhassociates.com>; Craig Wrathell <wrathellc@whhassociates.com>; Jason Middleton <middletonj@whhassociates.com>

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Hunter

Good morning. Can you please shoot us a copy of the builders risk policy we have in place for The District CDD. Thanks Craig

Craig Wrathell
Managing Member

Wrathell, Hunt & Associates, LLC

Toll-free: (877)276-0889 Phone: (561)571-0010 Fax: (561)571-0013 www.whhassociates.com

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FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.



Wrathell, Hunt and Associates, LLC

From: Hunter Redinger < HREDINGER@EGISADVISORS.COM>

Sent: Wednesday, July 31, 2024 3:48 PM

To: Cindy Cerbone < cerbonec@whhassociates.com >; Craig Wrathell < wrathellc@whhassociates.com >

Cc: Ling Chen <chenl@whhassociates.com>; Jeffrey Pinder <pinderj@whhassociates.com>; Stephanie Schackmann

<schackmanns@whhassociates.com>

Subject: FW: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Good Afternoon,

In short, I'm trying to figure out if it's still the district's intention to insure building material's beyond the policies original intent – "materials for installing water, sewer piping and stormwater drainage & potentially roadways and pump/lift stations." I attached two contractor agreements, one for piping, and the second contract is for everything else.

A quick aside not directly related to this policy. I noticed mention of an art-work installation on the file. Is this still something *The District* is looking to insure?

Warmest Regards,

Hunter Redinger

Account Manager

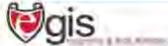
Egis Insurance & Risk Advisors

150 East Palmetto Park Road, Suite 705, Boca Raton, FL 33432

Direct: (561) 210-7634

Fax: (561) 409-2353

Email: hredinger@egisadvisors.com





Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)

Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)

From: Hunter Redinger

Sent: Wednesday, July 31, 2024 3:24 PM

To: Stephanie Schackmann < schackmanns@whhassociates.com >; 'Schilling, Bill' < Bill. Schilling@kimley-horn.com >;

Cockriel, Josh <josh.cockriel@kimley-horn.com>; Walling, Anna <<u>Anna.Walling@kimley-horn.com</u>>;

cerbonec@whhassociates.com

Cc: Henkes, Denise < Denise. Henkes@kimley-horn.com >; Jeffrey Pinder < pinderj@whhassociates.com >; Nicole Parisi < parisin@whhassociates.com >; chenl@whhassociates.com

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Bill,

Inland Marine is a type of insurance that covers specialized property. Inland Marine can be used to insure several different classes of property such as rented/leased equipment, valuable articles (personal lines), most outdoor property, and building material. This policy is an "Installation Floater" for Inland marine coverage intended to cover the building materials stored on sight.

Thanks for the update on the sewer & stormwater drainage installation!

Warmest Regards,

Hunter Redinger

Account Manager

Egis Insurance & Risk Advisors

150 East Palmetto Park Road, Suite 705, Boca Raton, FL 33432

Direct: (561) 210-7634 Fax: (561) 409-2353

Email: hredinger@egisadvisors.com





Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)

Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)

From: Schilling, Bill <Bill.Schilling@kimley-horn.com>

Sent: Sunday, July 28, 2024 4:11 PM

To: Cockriel, Josh <josh.cockriel@kimley-horn.com>; Hunter Redinger <HREDINGER@EGISADVISORS.COM>; Walling,

Anna < Anna. Walling@kimley-horn.com>

Cc: Henkes, Denise < Denise. Henkes@kimley-horn.com >; Jeffrey Pinder < pinderj@whhassociates.com >; Nicole Parisi < parisin@whhassociates.com >; chenl@whhassociates.com

Subject: FW: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Hunter,

Apologies for not having responded to the email string below. Have a couple of questions for you. I am a little confused as to the insurance policy being referenced as an "Inland Marine" policy. I understood that the CDD had acquired a Builder's Risk policy having a \$2.5 million benefit for coverage of building materials. Not sure that the naming convention matters or if this is a different polcy. Also, there is a reference to water and sewer piping. Hopefully, this policy is covering all Owner (CDD) purchased construction materials being stored onsite. Currently, we have bulkhead sheetpiling and pavers being stored on-site that have been Owner (CDD) purchased.

Over the course of the next year, I am expecting the CDD will have purchased and will likely have stored on-site \$500k worth of bulkhead sheetpile, \$1M worth of playground materials, \$500k worth of pavers, and \$1M worth of benches and park furniture. I don't believe that all of this will be stored on the site at the same time. My sense is that we should stick with the \$2.5 coverage amount. On a side note, 95% +/- of the water sewer and piping has been installed and is no longer be stored on-site.

Josh and Anna – will you run a quick analysis to estimate the approximate maximum total value of materials that we are likely to have on-site at any one time to be certain that it won't exceed \$2.5 million in value?

Thank you, Bill

William J. Schilling Jr., P.E.

Kimley-Horn | 12740 Gran Bay Parkway West, Suite 2350; Jacksonville, FL 32258

Direct: 904 828 3930 | Mobile: 904 233 6301 | Main: 904 828 3900

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Celebrating 16 years as one of FORTUNE's 100 Best Companies to Work For

From: Stephanie Schackmann <schackmanns@whhassociates.com>

Sent: Friday, July 26, 2024 5:57 PM

To: Schilling, Bill < Bill.Schilling@kimley-horn.com >

Cc: Henkes, Denise < Denise. Henkes@kimley-horn.com>; Hunter Redinger < HREDINGER@EGISADVISORS.COM>; Jeffrey

Pinder pinderj@whhassociates.com; Nicole Parisi parisin@whhassociates.com; Ling Chen

<chenl@whhassociates.com>

Subject: FW: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Good afternoon Bill,

Please provide a response for the email below.

Best regards,

Stephanie Spidell Schackmann

STEPHANIE SCHACKMANN Staff Accountant **Wrathell, Hunt and Associates, LLC** Phone: 561-571-0010, ext. 303

Fax: 561-571-0013

Mailing Address (for all payments sent via US Mail):

P.O. Box 810036 Boca Raton, FL 33481

Physical Address (for all payments sent via express services: FedEx, UPS, etc):

2300 Glades Road, Suite 410W Boca Raton, FL 33431

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

From: Jeffrey Pinder < pinderj@whhassociates.com >

Sent: Friday, July 26, 2024 2:54 PM

To: Stephanie Schackmann <schackmanns@whhassociates.com>; Nicole Parisi <parisin@whhassociates.com>

Cc: Hunter Redinger <HREDINGER@EGISADVISORS.COM>; Ling Chen <chenl@whhassociates.com>

Subject: FW: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Importance: High

Good afternoon Stephanie,

Please reply to Hunter's question below.

Thanks & best regards, **Jeffrey Pinder** Controller

Wrathell, Hunt & Associates, LLC

Office: (561)571-0010 Toll-free: (877)276-0889 Fax: (561)571-0013

Email: pinderj@whhassociates.com Website: www.whhassociates.com

Mailing Address (for all payments sent via US Mail):

P.O. Box 810036 Boca Raton, FL 33481

Physical Address (for all payments sent via express services: FedEx, UPS, etc):

2300 Glades Road, Suite 410W Boca Raton, FL 33431

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

From: Hunter Redinger < HREDINGER@EGISADVISORS.COM>

Sent: Thursday, July 25, 2024 4:31 PM

To: Jeffrey Pinder <pinderj@whhassociates.com> Cc: Ling Chen <chenl@whhassociates.com>

Subject: RE: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Good Afternoon,

I'm just reaching out regarding the below email.

Let me know if you have any questions!

Warmest Regards,

Hunter Redinger

Account Manager

Egis Insurance & Risk Advisors

150 East Palmetto Park Road, Suite 705, Boca Raton, FL 33432

Direct: (561) 210-7634 Fax: (561) 409-2353

Email: hredinger@egisadvisors.com





Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)

Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)

From: Hunter Redinger

Sent: Thursday, July 18, 2024 12:15 PM

To: Jeffrey Pinder <pinderj@whhassociates.com>
Cc: Ling Chen <chenl@whhassociates.com>

Subject: [Expiring Soon]: The District Community Development District - Inland Marine - 08/22/2024 expiration

Importance: High

Good Afternoon Jeff,

I hope you week is going well so far! I'm reaching out regarding an Inland Marine Installation Floater for *The District Community Development District*. This is a stand-alone policy that is currently covering the building materials for the installation of water and sewer piping – prior to and during installation. The policy expires on 08/22/2024 and our broker just reached out to us asking if an extension is needed.

- 1. Will the project be completed by 08/22/2024?
 - o If not, please advise on the new estimated completion date and I can request an extension.
- 2. In the event the project will not be completed by 08/22/2024 and an extension is needed I want to make sure the District only pays for what they *need*. Please advise on the following so I can nail down how much coverage is needed:
 - O What is the estimated completion percentage?
 - We currently have this policy covered for \$2,500,000 in coverage. Could you please provide a
 conservative estimate on the value of building materials that have yet to be installed *or* are in the
 process of being installed currently.

I asked our broker if they would be able to lower the coverage amount in the event \$2.5M in coverage is no longer needed. Hopefully, they will allow us to lower the limit if the full \$2.5M is no longer needed thus resulting in a premium closer to the amount the district needs at this stage of the installation process.

Let me know if you have any questions!

Warmest Regards,

Hunter Redinger

Account Manager

Egis Insurance & Risk Advisors

150 East Palmetto Park Road, Suite 705, Boca Raton, FL 33432

Direct: (561) 210-7634 Fax: (561) 409-2353

Email: hredinger@egisadvisors.com





Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)

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This E-mail message is confidential, is intended only for the named recipients above and may contain information that is privileged, attorney work product or otherwise protected by applicable law. If you have received this message in error, please notify the sender at 402-346-6000 and delete this E-mail message.

Thank you.



The District Community Development District c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, FL 33431

INVOICE

Customer	The District Community Development District
Acct #	910
Date	08/21/2024
Customer Service	Hunter Redinger
Page	1 of 1

Payment Information				
Invoice Summary	\$	3,151.00		
Payment Amount				
Payment for:	Invoice#24552			
100123402				

Thank You

Please detach and return with payment

Customer: The District Community Development District

Invoice	Effective	Transaction	Description	Amount
24552	08/22/2024	Policy change	Policy #100123402 10/01/2023-10/01/2024 Florida Insurance Alliance Package - Policy change Due Date: 9/4/2024	3,151.00
				Total

3,151.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:

Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555		08/21/2024
Atlanta, GA 30374-8555	sclimer@egisadvisors.com	00/21/2024



Coverage Agreement Endorsement

Endorsement No.:	1		Effective Date:	08/22/2024
Member:	The District Community De	elopment District	Agreement No.:	100123402

Coverage Period: October 1, 2023 to October 1, 2024

In consideration of an additional premium of \$3,151.00, the coverage agreement is amended as follows:

Inland Marine

Added:

Unit#1

Description: District Owned Building Materials for Various Projects the District is Required to Insure

Value: \$2,500,000 Deductible: \$10,000

Classification: Other Inland Marine

 $\label{lem:conditions} \textbf{Subject otherwise to the terms, conditions and exclusions of the coverage agreement.}$

Issued: August 20, 2024 Authorized by:



PROPERTY DECLARATIONS

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

INSURER: FLORIDA INSURANCE ALLIANCE

NAMED INSURED PARTY: The District Community Development District

AGREEMENT NO: 100123402

COVERAGE PERIOD: October 1, 2023 Expiration October 1, 2024

Date:

12:01 A.M. Standard Time at your mailing address shown above.

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

SCHEDULE OF COVERAGES AND LIMITS OF INSURANCE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totaling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	\$2,500,000

<u>DEDUCTIBLES</u>			
All Other Perils	I Other Perils Not Applicable Per Occurrence, Building & C Coverage.		
	Per Attached Schedule	Per Occurrence, Inland Marine Item.	
Named Storm	5%	Total Insured Values per scheduled building, including inland marine items, and vehicle values, at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.	

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery		Not Included

If marked with an "X", the following **EXTENSIONS OF COVERAGE** will be covered under the Coverage Form. These limits of insurance do not increase any other applicable limit of insurance.

(X)	Code	Extension of Coverage	Limit of Insurance
	Α	Accounts Receivable	\$500,000 in any one occurrence
	В	Animals	\$1,000 any one Animal
	ь	Allillais	\$5,000 Annual Aggregate
			As declared on Property Schedule, except new buildings being erected
	С	Buildings Under Construction	at sites other than a covered location which is subject to a maximum
			final contract value any one construction project limit of \$1,000,000.
	D	Debris Removal Expense	\$250,000 per Named Insured Party or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 in any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	Н	Expediting Expenses	\$250,000 in any one occurrence
	ı	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	М	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 60 days. However, Monroe County is on a prior submit basis only.
	0	Personal property of Employees	\$500,000 in any one occurrence
	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	Т	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	٧	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	Х	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only
	Υ	Money and Securities	\$ 10,000 in any one occurrence
	Z	Exhibitions, Fair or Trade Shows	\$ 50,000 in any one occurrence
	AA	Glass and Sanitary Fittings Extension	\$25,000 in any one occurrence
	BB	Ingress / Egress	45 Consecutive Days
	CC	Lock and Key Replacement	\$2,500 in any one occurrence
	DD	Tracks and Fields (except Lawns, Plants, Trees and Shrubs covered under code K)	\$ 250,000 in any one occurrence and \$ 500,000 in the annual aggregate in any one coverage period. or Up to the declared value if it is specifically listed as "Tracks and Fields" in the schedule of values.
	EE	Awnings, Gutters and Downspouts	Included
	FF	Civil or Military Authority	45 consecutive days and one mile.

THE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THE POLICY.

TOTAL PREMIUM	Included

Authorized Representative

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PROPERTY COVERAGE FORM

Various provisions in this Coverage Form restrict coverage. Read the entire Coverage Form carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured Party(ies) shown in the DECLARATIONS. The words "we", "us" and "our" refer to the Insurer providing this Coverage Form.

Terms in **bold-faced type** have special meanings in this Coverage Form. They are defined in SECTION VIII - DEFINITIONS. These definitions apply to this entire Coverage Form, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

This Coverage Form will also include any endorsements added by agreement between you and us. Coverage is provided at the **covered location(s)** and for those coverages and **limits of insurance** shown in the **Schedule of the DECLARATIONS**. Extensions of coverage, sublimits of insurance and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of insurance.

SECTION I - COVERAGE AGREEMENTS

A. Property Coverage Agreement

We will pay, subject to all the terms and conditions of this Coverage Form, for direct physical loss occurring during the **coverage period** to **covered property** as a result of an **occurrence**, unless excluded.

B. Coverages

We will provide **real property**, **inland marine** or **personal property** coverage if marked with an "X" below.

Coverage will be provided:

- 1. At the locations shown on the **Schedule of the DECLARATIONS**;
- 2. **Property in the open** within 1,000 feet of locations described in 1; and
- 3. With respects to **inland marine**, at or away from your **covered location**.

This Coverage Form provides coverage on an actual cash value basis for real property, inland marine and personal property unless replacement cost coverage is marked with an "X".

- (X) Real Property
 - (X) Replacement Cost
- (X) Personal Property
 - (X) Replacement Cost
- (X) Inland Marine
 - () Replacement Cost

C. Limits of Insurance

- Subject to all terms and conditions of the Coverage Form, the most we will pay for all loss, damage or costs to real property and personal property in any one occurrence is the applicable limits of insurance shown in the DECLARATIONS. The limit of insurance shown in the DECLARATIONS applies to all real property and personal property unless a separate limit, lower limit or reduced amount of insurance is indicated elsewhere in the Coverage Form. It is also agreed that any location listed on the Schedule of the DECLARATIONS with no value (USD 0) is not covered by the Property Coverage Agreement.
- 2. Subject to all the terms and conditions of the Coverage Form, the most we will pay for loss or damage to **inland marine** in any one **occurrence** is the applicable limit of insurance shown in the DECLARATIONS.
- 3. The Florida Insurance Alliance is a shared limit. The limits purchased are a per **occurrence** limit and in the event an **occurrence** exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a **covered loss** will be reduced pro-rata based on the amounts of **covered loss** by all members affected by the **occurrence**.

D. <u>Deductible(s)</u>

- 1. Your deductibles for this agreement will be according to the terms of the following paragraphs, and information in the DECLARATIONS.
 - a. Unless shown differently on this form or any endorsement, we will not pay unless a covered loss from any one occurrence exceeds the amount of the applicable deductible shown in the DECLARATIONS. We will then subtract the deductible from the adjusted amount of loss and pay the resulting amount or the applicable limit of insurance, whichever is less. If a covered loss involves two or more deductibles, we will only use the largest of the applicable deductibles.

b. Earth Movement Deductible

- (1) We will not pay for an **earth movement** loss at a **covered location** until the loss exceeds the deductible shown for **earth movement** in the DECLARATIONS. We will then pay the amount of loss in excess of the deductible, up to the applicable **limit of insurance** in any one **occurrence**.
- (2) A deductible of USD 2,500 in any one occurrence applies to covered property in transit.

c. **Flood** Deductible

- (1) We will not pay for a **flood** loss at a **covered location** until the loss exceeds the applicable deductible shown for **flood** in the DECLARATIONS. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of liability in any one **occurrence**.
- (2) A deductible of USD 2,500 in any one occurrence applies to covered property in transit.

d. Special Flood Deductible

Property designated as being within **Flood Zone A** or **Flood Zone V** (and prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers at the time of loss, will have a Special **Flood** Deductible equal to all **flood** insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value per building and 5% of the amount of Business Income loss, at each affected location whichever is the greater.

e. Named Storm Deductible

- (1) We will not pay for a **named storm** event loss until the loss exceeds the deductible shown in the DECLARATIONS. We will then pay the amount of loss in excess of the deductible, up to the applicable limit of insurance in any one **occurrence**.
- (2) A deductible of USD 2,500 in any one occurrence applies to covered property in transit.
- (3) Deductible applies per:
 - (a) Scheduled building;
 - (b) Inland Marine Item; and
 - (c) Scheduled Automobile.
- (4) 5% of the amount of the **business income** loss will apply.

SECTION II – ADDITIONAL COVERAGES

- A. We will pay if a limit is shown in the DECLARATIONS, for:
 - 1. Your Loss of Business Income
 - a. We will pay for the actual loss of **business income** you sustain due to the necessary suspension of your operations during the **period of restoration**. The suspension must be caused by:
 - (1) Direct physical loss or damage by a **covered loss** to property at premises which are described in the DECLARATIONS: or
 - (2) Action of civil or military authority that prohibits access to the described premises due to direct physical loss of or damage by a **covered loss** to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action and for a period not to exceed forty-five (45) consecutive days from the date of the action.

And for which a Business Income Limit of Insurance is shown in the DECLARATIONS. The loss or damage must be caused by or result from a peril insured against.

- b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:
 - (1) The portion of the building which you rent, lease or occupy; and
 - (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- c. In determining the actual loss of business income, consideration must be given to:
 - (1) The experience of the business before the loss and the probable experience after the loss;
 - (2) The continuation of only those normal charges and expenses that would have been incurred had no interruption of production or suspension of business operations or services happened;
 - (3) The demonstration of an actual loss of sales or income; and
 - (4) Any amount recovered under property damage coverages at selling price for loss or damage to merchandise will be considered to have been sold to your regular customers.
- d. We will not pay unless you are wholly or partially prevented from:
 - (1) Producing goods; or
 - (2) Continuing business operations or services.
- e. You are required to mitigate your loss by:
 - (1) Making up lost production within a reasonable period of time not limited to the **period of restoration**.
 - (2) Continuing business operations or services during the **period of restoration**.
 - (3) Using any property or service;
 - (a) Owned or controlled by you; or
 - (b) Obtainable from any other sources.
 - (4) Working extra time or overtime.
 - (5) Using inventory.

We will not pay for any loss to the extent it can be reduced through these or any other means whether at a **covered location** or any other location.

- f. We will not pay for:
 - (1) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
 - (a) Physical damage not covered under this Coverage Form on or away from the **covered location**;
 - (b) Planned or rescheduled shutdown or maintenance;
 - (c) Strikes or other work stoppage;
 - (d) Any reason other than a covered loss.
 - (2) Any increase in loss due to:
 - (a) Suspension, cancellation or lapse of any lease, contract, license or order.
 - (b) Fines or damage for breach of contract for late or non-completion of orders, or for penalties

of any nature.

- (3) Any consequential, indirect or remote loss.
- (4) Any loss resulting from damage to:
 - (a) Finished goods manufactured by you; nor for the time required for their reproduction.
 - (b) Property in transit.
- (5) Any loss or expense recoverable elsewhere in this Coverage Form.
- g. The most we will pay for a loss under this coverage is the lesser of:
 - (1) Your actual loss of **business income** and necessary expense; or
 - (2) The applicable limit of insurance shown on the Schedule of the DECLARATIONS.

2. Additional Expense

- a. We will pay the actual and necessary **additional expense** you sustain due to:
 - (1) Direct physical loss or damage by a **covered loss** to property at premises which are described in the DECLARATIONS; or
 - (2) Action of civil or military authority that prohibits access to the described premises due to direct physical loss of or damage by a **covered loss** to property, other than at the described premises but within one statute mile thereof, for a period not to exceed forty-five (45) consecutive days from the date of the action;

And for which an **Additional Expense Limit of Insurance** is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against**.

- b. With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:
 - (1) The portion of the building which you rent, lease or occupy; and
 - (2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- c. We will also pay **additional expense** to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.
- d. Coverage for **additional expense** does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of **Data**, or any loss or damage to **Data**.
- e. We will not pay for:
 - (1) Loss of business income.
 - (2) Costs which would have been incurred in conducting your business during the same period had no **covered loss** happened.
 - (3) The cost of permanent repair or replacement of property that has been damaged or destroyed.
 - (4) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
 - (a) Physical damage not covered under this Coverage Form on or away from the **covered location**;
 - (b) Planned or rescheduled shutdown or maintenance;
 - (c) Strikes or other work stoppage;
 - (d) Any reason other than a covered loss.
 - (5) Any increase in loss due to:
 - (a) Suspension, cancellation or lapse of any lease, contract, license or order.
 - (b) Fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.
 - (6) Any consequential, indirect or remote loss.
 - (7) Any loss resulting from damage to:
 - (a) Finished goods manufactured by you; nor for the time required for their reproduction.
 - (b) Property in transit.
 - (8) Any loss or expense recoverable elsewhere in this Coverage Form.
- f. The most we will pay for a loss under this coverage is the lesser of:
 - (1) Your actual additional expense; or
 - (2) The applicable limit of insurance shown on the **Schedule of the DECLARATIONS**.

B. Flood Coverage

We will pay for direct physical loss to **covered property** caused by **flood**. With respect to **flood**, **occurrence** shall mean all losses, wherever occurring, which arise between the time of movement of water into, onto, or over the property insured hereunder and the receding of the same, regardless of the period of time so embraced.

C. **Earth Movement** Coverage

- 1. We will pay for direct physical loss to **covered property** caused by sudden **earth movement**. All earthquake shocks within a continuous 72-hour period will be considered a single **occurrence**. The expiration of this agreement will not reduce this 72-hour period.
- 2. **Earth Movement** Coverage under this Coverage Form does not apply to any underground piping, wiring, sewers, or any other conduit.

SECTION III - EXCLUSIONS

A. War Exclusion

- 1. Notwithstanding any provision to the contrary within this Coverage Form or any endorsement thereto it is agreed that this coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- 2. This coverage also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1. above.
- 3. If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Coverage Form, the burden of proving the contrary shall be upon you.

B. Property Cyber and Data

- 1. Notwithstanding any provision to the contrary within the Coverage Form or any endorsement thereto this Coverage Form excludes any:
 - a. Cyber Loss, unless subject to the provisions of paragraph 2;
 - b. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2. Subject to all the terms, conditions, limitations and exclusions of this Coverage Form or any endorsement thereto, this Coverage Form covers physical loss or physical damage to property insured under this Coverage Form caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3. Subject to all the terms, conditions, limitations and exclusions of this Coverage Form or any endorsement thereto, should **Data Processing Media** owned or operated by the Insured suffer physical loss or physical damage insured by this Coverage Form, then this Coverage Form will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this Coverage Form excludes any amount pertaining to the value of such **Data**, to the Insured or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- 4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- This endorsement supersedes and, if in conflict with any other wording in the Coverage Form or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

C. Asbestos

- This Coverage Form only covers asbestos physically incorporated in a covered building or structure, and then only that part of the asbestos which has been physically damaged during the period of coverage by a specified peril.
- 2. This coverage is subject to each of the following specific limitations:
 - a. The said building or structure must be covered under this Coverage Form for damage by that specified peril.
 - b. The **specified peril** must be the immediate, sole cause of the damage of the asbestos.
 - c. The covered party must report the existence and cost of the damage as soon as practicable after the **specified peril** first damaged the asbestos. However, this Coverage Form does not cover any such damage first reported more than 12 (twelve) months after the expiration, or termination, of the period of coverage.
 - d. Coverage under this Coverage Form in respect of asbestos shall not include any sum relating to:
 - (1) Any faults in the design, manufacture or installation of the asbestos;
 - (2) Asbestos not physically damaged by the **specified peril** including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.
- 3. Except as set forth in the foregoing item 1, this Coverage Form does not cover asbestos or any sum relating thereto.
- D. We will not pay for losses caused by or resulting from any of the following, regardless of any other cause or event, including a **peril insured against**, that contributes to the loss at the same time or in any other sequence:
 - 1. Any electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated. If a fire or an explosion loss ensues, we will pay for that loss.
 - a. This exclusion will not apply to physical loss to:
 - (1) A **Computer System** caused by short circuit, blowout, or other electrical damage from an **occurrence** that took place within 1,000 feet of the **covered location**.
 - 2 Pollution
 - 3. Demolition Cost, Operation of Building Laws and Increased Cost of Construction Enforcement of any ordinance or law regulating the use, construction, repair or demolition of buildings or structure including Debris Removal Expense. This Exclusion does not apply to the extent that coverage is provided in Section VII Extensions of Coverage, paragraphs D and E.
 - 4. Seizure or destruction of **covered property** by government order. But we will pay for loss to **covered property** resulting from acts of destruction ordered by government to prevent the spread of fire.
 - 5. Nuclear reaction or nuclear radiation, or radioactive contamination.
 - 6. Interference with or interruption of any public or private utility or any entity providing power, heat, air conditioning, communication, water or sewer or any other service, however caused, if the failure occurs away from the **covered location**. But if a **covered loss** ensues, we will pay for that loss.
- E. We will not pay for losses caused by or resulting from any of the following:
 - 1. Unexplained or mysterious disappearance of any property;
 - 2. Shortage of property discovered on taking inventory;
 - 3. Theft by employees, whether acting alone or with others;
 - 4. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others:
 - a. By you;
 - b. By any proprietor, partner, director, officer or employee of yours; or
 - c. By any proprietor, partner, director or officer of any proprietorship, partnership, corporation or association engaged by you to render any service or perform any act in connection with **covered property**.
 - 5. Manufacturing or processing operations, which result in damage to stock or materials while the stock or materials are being processed, manufactured, worked on ortested.

- a. But if a **covered loss** ensues, we will pay for that loss.
- 6. Delay, loss of market, loss of use, indirect or remote loss or damage.
- 7. Loss attributable to:
 - a. Wear and tear, deterioration, depletion, erosion, rust, corrosion, wet or dry rot, decay;
 - b. Inherent vice, latent defect, or any quality in the covered property that causes it to damage or destroy itself;
 - c. Smog, acid rain, agricultural smudging;
 - d. Smoke, fumes, gas or vapor that result from industrial operations;
 - e. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, retaining walls or outdoor swimming pools;
 - f. Animals, birds, vermin, rodents or insects;
 - g. Change or extremes in temperature or humidity, whether atmospheric or not, except damage to equipment; or
 - h. Contamination, shrinkage, change in taste, texture, finish or color.

But if a **covered loss** ensues, we will pay for that loss.

8. Fungus

- a. We will not pay for loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, **fungus**, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
- b. This exclusion applies regardless whether there is:
 - (1) Any physical loss or damage to covered property;
 - (2) Any covered peril or cause, whether or not contributing concurrently or in any sequence;
 - (3) Any loss of use, occupancy, or functionality; or
 - (4) Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.
- c. This exclusion does not apply to the extent that coverage is provided in Section VII Extensions of Coverage, paragraph J. **Fungus** Cleanup Expense with respect to physical loss or damage by a cause of loss other than fire or lightning.
- 9. Failure or breakdown of machinery or equipment, including rupture or bursting caused by centrifugal force.
 - a. But if a **covered loss** ensues, we will pay for that loss.
 - b. This exclusion will not apply to physical loss to a **Computer System** caused by mechanical breakdown, failure, changes in arrangement of parts, errors, omissions, or tack in design, specification, material or workmanship.
- 10. Explosion of the following:
 - a. Steam boilers;
 - b. Steam turbines, steam engines, steam piping; or
 - c. Gas turbines.

But if physical loss to **covered property** by fire or explosion ensues, we will pay for that loss.

- 11. Rupture, bursting, cracking, burning or bulging of the following:
 - a. Steam boilers;
 - b. Steam turbines, steam engines, steam piping;
 - c. Hot water boilers or other equipment for heating water;
 - d. Pressure vessels; or
 - e. Gas turbines.

But if physical loss to **covered property** by fire or explosion ensues, we will pay for thatloss.

- 12. Loss attributable to faulty, defective or inadequate:
 - a. Construction, workmanship or material;
 - b. Maintenance;
 - c. Design, plan or specification;
 - d. Zoning compliance;

- e. Developing, surveying or siting of buildings or structures during the course of construction or alterations; or,
- f. Compliance with building codes.

But if a **covered loss** ensues, we will pay for that loss.

- 13. Loss or damage to any structure located in the water; including but not limited to bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduit from:
 - a. Freezing and thawing;
 - b. Impact of watercraft;
 - c. Waves, or debris driven by waves;
 - d. Pressure or weight of ice or water, whether driven by wind or not; or
 - e. Sinking or settling.
- 14. Loss or damage directly or indirectly related to or arising out of any offshore oil well or oil shipping/tanker incident and the ensuing oil spill.
- 15. Loss or damage directly or indirectly related to or arising out of **sinkhole loss**.

SECTION IV - PROPERTY NOT COVERED

A. We do not cover loss to:

- 1. Water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except to the extent these may be covered in this Coverage Form, Section VII Extensions of Coverage;
- 2. Aircraft;
- 3. Property you sold under conditional sale, trust agreement, instalment payment, or other deferred payment plan after such property has been delivered to the customer;
- 4. Caves, caverns, mines of any type, or any property contained within them;
- 5. Dams, dikes, or levees;
- 6. Contraband or property in the course of illegal transportation or trade;
- 7. Property covered under import or export ocean cargo policies;
- 8. Property you transport as a common carrier;
- 9. Property shipped by mail, unless sent registered or certified;
- 10. Watercraft, unless loss from a specified peril;
- 11. Vehicles licensed or designed for highway use, unless shown on the Property DECLARATIONS, under the Extensions of Coverage Schedule, item U, and then coverage for any **over the road coverage**, or collision with another vehicle or object. The All Other Perils deductible applies per occurrence and in the event of a **named storm** the **named storm** deductible applies per vehicle rather than per location. This coverage is paid on at **actual cash value** at the time of loss.

SECTION V - VALUATIONS

A. Actual Cash Value

- 1. Loss to **covered property** will be valued at the time and place of the loss at **actual cash value** unless otherwise indicated in this Coverage Form.
- 2. On inland marine, items not specifically scheduled will be subject to a maximum valuation of:
 - a. USD 250,000 per item for rented, borrowed or leased equipment; or
- 3. Loss to vehicles scheduled in the DECLARATIONS under the Extensions of Coverage SCHEDULE, item U are valued at the time and place of the loss at **actual cash value**.

B. Replacement Cost

- Loss to covered property will be valued at replacement cost, computed at the time and place of the loss, if replacement cost is marked with an "X" in Section I – COVERAGE AGREEMENTS., paragraph B. Coverages unless otherwise indicated in this Coverage Form.
- 2. We will not pay **replacement cost** until the lost or damaged property is actually repaired or replaced. If repairs or replacement are not made within two (2) years after the date of the physical loss, we will pay only the **actual cash value**.
 - a. Our obligations for **replacement cost** will be the smaller of:
 - (1) The cost to repair the damaged property; or
 - (2) The cost to replace or rebuild with new materials of like size, kind and quality; or
 - (3) The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or
 - (4) The applicable limit of insurance.
 - b. We will not pay for any increase in cost due to your failure to use reasonable speed to repair, rebuild or replace the damaged property.
 - c. If the replacement occurs at another location, we will not pay for the cost of land at either the original or the **new location**; and we will not pay more than the cost which would have been incurred if the building had been rebuilt at the location where the loss occurred.
 - d. We will pay **replacement cost** for these types of property:
 - (1) Raw materials, supplies and other merchandise not manufactured by you; and
 - (2) Leasehold improvements in which you have an insurable interest.
 - e. We will, however, pay only **actual cash value** or 110% of the value reported on the applicable schedule, whichever is less, for these types of property:
 - (1) Communications Equipment;
 - (2) Contractor's / Mobile Equipment;
 - (3) Fine Arts;
 - (4) Watercraft;
 - (5) Emergency Service Portable Equipment;
 - (6) Other inland marine;
 - (7) Rented, Borrowed or Leased Equipment; or
 - (8) Vehicles schedule in the DECLARATIONS under the Extensions of Coverage SCHEDULE, item U.
- C. Loss to these types of **covered property** will be valued at the time and place of loss as follows:
 - 1. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;
 - On finished goods manufactured by you, the regular cash selling price at the location where the loss happens, less all discounts and charges to which the merchandise would have been subject had no loss occurred;

- 3. On Valuable Papers, in case of loss, valuation shall be based on the lesser of:
 - a. The cost to repair or restore the valuable paper or record to the condition that existed immediately prior to the insured event; or
 - b. The limit of insurance shown in the DECLARATIONS; or
 - c. If the damaged or destroyed property cannot be replaced, restored or repaired with similar kind and quality, it will be the value of blank paper, unless the item is specifically scheduled and the value scheduled is agreed upon in this Coverage Form.
- 4. On exposed film, the value of the film blank.

SECTION VI – PROPERTY CONDITIONS

A. Coverage Period and Territory

We will pay for a **covered loss** during the **coverage period** shown on the DECLARATIONS while that property is:

- 1. Within the State of Florida;
- 2. Being moved on land or in the air within the United States of America; or
- 3. Being moved on inland waters and intercoastal waterways within the United States of America.

B. Change of Terms

The terms of this coverage will not be waived, changed, or modified except by written endorsement issued by us and which becomes a part of this Coverage Form.

C. Titles of Paragraphs

The titles of the paragraphs of this Coverage Form and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

D. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you as it relates to this Coverage Form at any time. It is also void if you or any other insured party, at any time, intentionally conceal or misrepresent a material fact concerning:

- 1. This Coverage Form;
- 2. The covered property;
- 3. Your interest in the covered property; or
- 4. A claim under this Coverage Form.

E. Brands and Labels

In the event of a **covered loss** to branded or labeled merchandise, we may choose to take title to all or any part of that merchandise, at the value established by the terms of this Coverage Form. You may, at your expense:

- 1. Stamp "salvage" on the merchandise or its containers; or
- 2. Remove or obliterate the brands or labels if such removal or obliteration will not physically damage the merchandise. You must relabel the merchandise or containers in compliance with the requirements of law.

F. Breach of Condition

A breach of any condition of this Coverage Form at any **covered location** will not affect coverage at any other **covered location** where, at the time of damage, no breach exists.

G. Abandonment of Property

You may not abandon property to us.

H. No Benefit to Bailee

No person or organization, other than you, having custody of your **covered property**, will benefit from this Coverage Form.

I. Suit

No suit or other legal proceeding will be brought against us unless there has been full compliance with all the Coverage Form terms and conditions. Suit must be brought within five years after the date on which the direct physical loss occurred, or the shortest time permitted by law, whichever the earlier.

- J. No Reduction by Loss
 - Except for those coverages written with an annual aggregate limit of insurance or sublimits of insurance, we will pay for a **covered loss** without reducing any other applicable limit of insurance or sublimits of insurance.
- K. Your Duties After a Loss
 - 1. In case of loss, you will:
 - a. Give us immediate written notice of the loss;
 - b. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;
 - c. As soon as possible, give us a description of the property involved and how, when and where the loss happened;
 - d. Take all reasonable steps to protect the covered property from further damage;
 - e. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;
 - f. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Form;
 - g. Keep an accurate record of all repair costs;
 - h. Keep all bills, receipts and related documents that establish the amount of loss;
 - i. As often as may reasonably be required:
 - (1) Permit us to inspect the damaged property and take samples for inspection, testing and analysis;
 - (2) Produce for inspection and copying, all of your books of account, business records, bills and invoices; and
 - (3) Permit us under oath to question you and any of your agents, employees, or representatives involved in the purchase of this coverage or the preparation of your claim, and verify your answers with a signed acknowledgment.
 - j. Submit to us, within ninety (90) days from the date of loss, unless we extend the time in writing:
 - (1) A signed, sworn proof of loss that states to the best of your knowledge and belief:
 - (a) The time and cause of the loss;
 - (b) Your interest and the interest of all others in the property involved;
 - (c) Any other policies of insurance that may provide coverage for the loss;
 - (d) Any changes in title or occupancy of the property during the coverage period; and
 - (e) The amount of your claimed loss.
 - (2) You shall also submit with the proof of loss:
 - (a) The inventory referred to in K.1.f;
 - (b) The records specified in K.1.g. and K.1.h.;
 - (c) Specifications for any damaged building; and
 - (d) Detailed estimates for the repair of any damage.
 - k. Cooperate with us in the investigation and adjustment of the loss.
 - 2. Requirements for a Claim, Supplemental Claim or Reopened Claim for Loss or Damage Caused by Hurricane or Windstorm
 - a. A claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Form within one(1) year after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. A supplemental claim is barred unless notice of the supplemental claim was given to us in accordance with the terms of the policy within eighteen (18) months after the date of the loss. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.) This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Coverage Form under the Suit condition, including any amendment to that condition.
 - b. Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48- hour notice may be waived by you.

L. Appraisal

- 1. If you fail to agree with us on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within sixty (60) days after our receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within thirty (30) days of the written demand for appraisal.
- 2. The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within fifteen (15) days, you or we may petition a judge of a court of record in the state where the covered loss happened, to select an umpire.
- 3. The appraisers will then set the amount of the loss. If the appraisers submit a written report of an agreement to you and us, the amount they agree on will be the amount of our payment for the loss, If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss.
- 4. Each appraiser will be paid by the party that selects him or her. Other expenses of the appraisal and compensation of the umpire will be paid equally by you and us.

M. Our Option

At our option, we will repair, rebuild or replace damaged **covered property** with other property of like kind and quality within a reasonable period of time. If we elect to repair or replace the **covered property**, we will notify you of that decision within sixty (60) days of our receipt of your proof of loss. We will, at our option, take title to all or any part of the damaged or destroyed property at the agreed or appraised value.

N. Right to Adjust with Owner

- 1. Covered losses will be adjusted with you except as provided in Condition S. Mortgage Holders.
- 2. If a claim is made for damage to **covered property** of others that you hold, we will have the right to adjust that loss or damage with the owners of that property. Our payment to the owners will fully satisfy any claim of yours for damage to that property.

O. Collection from Others

Payment to you for a **covered loss** will be reduced to the extent you have collected that loss from others.

P. Payment of Loss

We will pay the **covered loss** within:

- 1. Twenty (20) days after we receive the sworn proof of loss and reach written agreement with you;
- 2. Thirty (30) days after we receive sworn proof of loss, and:
 - a. There is an entry of a final judgment; or
 - b. There is a filing of an appraisal award with us as provided for in Condition L. Appraisal.
- 3. Ninety (90) days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph 3. applies only to a claim for building or contents coverage if the insured structure is 10,000 square feet or less and the Coverage Form covers only locations in Florida.

Q. Recovered Property

- 1. If either you or we recover any **covered property** after we have paid for its loss, that party must give the other prompt written notice of the recovery. If we recover the **covered property**, we will return it to you, if you so request. You must then return the amount we paid to you for it.
- 2. If you recover the **covered property**, you may either keep it or surrender it to us. If you choose to keep it, you must return the amount we paid to you for it.

R. Pair, Set or Parts

- 1. In the event of a **covered loss** to an article that is part of a pair or set, our payment for that loss will be:
 - a. The cost to repair or replace any part to restore the pair or set to its value before the covered loss; or
 - b. The difference between the value of the pair or set before and after the covered loss.
- 2. In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set. When **covered property** consists of several parts, we will pay only for the lost or damaged part.

S. Mortgage Holders

- 1. We will pay for **covered loss** to buildings or structures to each mortgage holder shown on the Schedule Of Mortgage Holders Or Loss Payees, as their interests may appear.
- 2. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- 3. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable limit of insurance, if the mortgage holder:
 - a. Pays any premium due under this Coverage Form at our request;
 - b. Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from us of your failure to do so; and
 - c. Has notified us of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder.

All terms and conditions of this Coverage Form will then apply directly to the mortgage holder,

- 4. If we pay the mortgage holder for any **covered loss** and deny payment to you because you have failed to comply with the terms of this Coverage Form:
 - a. The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - b. The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired. In the event of a **covered loss**, we will, at our option, pay the mortgage holder the whole principal of your mortgage plus any accrued interest. In that event, your mortgage and note will be transferred to us, and you will pay your remaining mortgage debt to us.
- 5. If we cancel or non-renew this Coverage Form, we will give the mortgage holder the same notice we give to you.
- 6. The term "mortgage holder" includes trustees.

T. Loss Payee

In the event of a **covered loss** to property in which both you and a loss payee have an insurable interest, we will:

- 1. Adjust the **covered loss** with you; and
- 2. Make payment for the **covered loss** to you and the loss payee jointly, as their interests may appear.

U. Joint Loss Agreement

In consideration of the continuation of insurance currently carried by the Named Insured Party under this Coverage Form with Insurers' (hereinafter called "The Property Insurers") and the Company writing the Named Insured Party's Boiler and Machinery Policy (hereinafter called "The Boiler Insurers") it is agreed as follows:

1. In the event of an occurrence which both The Property Insurers and The Boiler Insurers agree is insured in whole or in part under both their respective policies of insurance, and in which they further agree with the Named Insured Party in writing as to the total amount payable under both policies, but there is a disagreement as to how much each Insurer shall pay, such loss shall be settled by payment of the full agreed amount thereof to the Named Insured Party, each set of Insurers to contribute the sum for which they admit liability plus an amount equal to one-half of the amount that

- is in disagreement between The Property Insurers and The Boiler Insurers.
- 2. If one-half of the amount that is in disagreement exceeds the remaining amount of liability payable under either policy, each set of Insurers will pay only the sum equal to that remaining amount of liability under said policy.
- 3. The Named Insured Party will cooperate in furnishing information and technical data as may be required by the Insurers in order that they may determine final apportionment. The Property Insurers and The Boiler Insurers agree with each other to submit questions in dispute to arbitration, and the arbitrators shall be three in number, one of whom shall be appointed by The Boiler Insurers and one of whom shall be appointed by The Property Insurers and the third appointed by consent of the other two, and the decision by the arbitrators shall be subject to appeal to the appropriate court or courts.
- 4. This agreement does not change any of the terms and conditions of the policies issued to the Named Insured Party by both The Property Insurers and The Boiler Insurers, which shall continue in force until expiration, or until cancelled by the Insurers by giving thirty (30) days written notice to the Named Insured Party, whichever occurs first, or shall continue in force for only as long as the policy issued by The Boiler Insurers similarly expires or is cancelled.

V. Vacancy Provisions

If the building where a **covered loss** occurs has been vacant for more than ninety (90) consecutive days before that loss or damage occurs:

- 1. We will not pay for any loss or damage caused by any of the following even if they are **perils insured against**:
 - a. Vandalism;
 - b. Sprinkler leakage, unless the system has been protected against freezing;
 - c. Building glass breakage;
 - d. Water damage;
 - e. Theft; or
 - f. Attempted theft.
- 2. With respect to a **covered loss** other than those listed in 1.a. through 1.f. above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

SECTION VII - EXTENSIONS OF COVERAGE

If marked with an "X" in the DECLARATIONS, we will not pay more than our proportion of the applicable limit of insurance shown on the **Schedule of the DECLARATIONS** for the following EXTENSIONS OF COVERAGE:

Subject to all terms and conditions of this agreement, the coverage provided by this agreement is extended to apply to a **covered loss** as follows:

A. Accounts Receivable

- 1. We will pay the following expenses directly resulting from a **covered loss** to your records of accounts receivable at a **covered location**:
 - a. Amounts due to you from customers that you are unable to collect;
 - b. Interest charges on any loan to offset amounts you are unable to collect, pending our payment of those amounts;
 - c. Collection expense above your normal collection expense; and
 - d. Reasonable expenses you incur to re-establish your records of accounts receivable.
- 2. Amount of Loss
 - a. If you are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, our payment will be calculated in the following manner:
 - (1) Your average monthly accounts receivable amount, based on the twelve (12) months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.
 - b. The following will be deducted from the total amount of accounts receivable, regardless of the method used to determine that amount:
 - (1) Balances for accounts not damaged or affected by the loss;
 - (2) Amounts of accounts you are able to re-establish and collect;
 - (3) An allowance for bad debts you are not normally able to collect; and
 - (4) All unearned interest and service charges.
- 3. For the purposes of this extension, the following additional exclusions apply and we will not pay for:
 - a. Any loss that requires an audit or inventory to establish its existence;
 - b. Any fraudulent, dishonest or criminal act done by:
 - (1) Anyone entrusted with the covered property, including their employees and agents; or
 - (2) Anyone having an interest in the **covered property**. This exclusion does not apply to the acts of a carrier for hire;
 - c. Bookkeeping, accounting, or billing errors or omissions;
 - d. Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property; or
 - e. Taxes or Bond revenue.
- 4. For the purposes of this extension, the following additional conditions apply:
 - a. When you are not open for business, or when you are not actually using them, all records of accounts receivable are to be kept in appropriate, fire-resistant receptacles.
 - b. When records of accounts receivable have been damaged or destroyed, you must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and we will pay such costs and expenses of obtaining collection to the extent they reduce your loss.
 - c. When records of accounts receivable have been damaged or destroyed, you will use any property or service owned or controlled by you or obtainable from other sources in order to reduce your loss.

B. Animals

- 1. We will pay for all owned animals killed in a **covered loss** at a **covered location** by a **specified peril**. We will also pay for the in-line of duty death of a certified police canine or other specially trained animals or horses owned by you.
- 2. Coverage includes retraining expenses.
- 3. Your deductible for this extension is the lower of \$500 or the amount shown in the DECLARATIONS.
- 4. No veterinary costs are included in this extension.

C. Buildings Under Construction

- 1. We will pay for a **covered loss** to your buildings that are under construction. Your schedule must indicate any ongoing or intended construction projects.
- 2. Buildings Under Construction include:
 - a. New buildings being erected at a covered location;
 - b. Additions to any buildings already covered under this Coverage Form;
 - c. Renovations to any buildings included in the schedule; or
 - d. New buildings being erected at sites other than a **covered location**, subject to a maximum final contract value any one construction project limit of USD 1,000,000.

D. Debris Removal Expense:

- 1. We will pay for the expense to remove debris from a **covered loss** at a **covered location**. We will only pay these expenses if we receive written notice as soon as reasonably possible of the **covered loss** and if these expenses are reported to us in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage period**, whichever is earlier.
- 2. We will pay for expenses to remove from covered locations storm blown debris of property not covered by this Coverage Form, excluding trees, timber, shrubs, or landscaping originating from your location(s).
- 3. Debris removal expense does not include any costs to clean up or remove:
 - a. Pollutants;
 - b. Asbestos; or
 - c. Debris in or on easements, right-of-ways, streets, roads, water or beaches that are not **covered locations**.
- E. Demolition Cost, Operation of Building Laws and Increased Construction Cost:
 - 1. In the event of a **covered loss**, we will pay:
 - a. Demolition Cost:
 - The cost incurred to demolish all or part of your covered **real property**, including the cost to clear the site, if any law or ordinance that exists at the time of loss requires such demolition.
 - b. Operation of Building Laws:
 - The cost you incur to rebuild at the same location any undamaged part of your **real property**, which is required by law to be demolished after a **covered loss**. We will only pay the costs to satisfy the minimum requirements of the applicable law or ordinance that exist at the time of the loss.
 - c. Increased Construction Cost:
 - The increased cost you incur for materials and labor required to rebuild the damaged portion of your **real property** at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.
 - d. We will not pay for any:
 - (1) Of these costs unless they are incurred within two (2) years from the date of loss.
 - (2) Loss due to any law or ordinance that:

- (a) You were required to comply with before the loss, even if the building was undamaged; and (b) You failed to comply with.
- (3) Cost of demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to **pollution**.

F. Duty to Defend:

- 1. We will defend that part of any suit against you involving **personal property** of others when all of the following conditions exist:
 - a. The suit seeks payment for physical loss or damage to the personal property of others; and
 - b. The physical loss or damage is caused by a peril insured against; and
 - c. The physical loss or damage takes place while the **personal property** of others is in your custody; and
 - d. The **personal property** of others is the type of property covered by this Coverage Form.
- 2. We will do so even if such suit is groundless, false or fraudulent, but we may, without prejudice, make such investigation, negotiation and settlement of any claim or suit, as we deemappropriate.

G. Errors and Omissions

- 1. It is a material requirement of this agreement that the Named Insured Party accurately report the values of the property for which it seeks coverage at the locations within the Coverage Form territory where that property is located. Subject to this requirement, we will not preclude coverage for damage at a particular location where the Named Insured Party or its producer made an error or unintentional omission:
 - a. In the description or location of item(s) of property in the most recent **Schedule of DECLARATIONS** or documentation submitted to and accepted by us, provided that the item is the type covered under the Coverage Form and the error or omission is not greater than the limit set forth in the DECLARATIONS.
 - b. In the **Schedule of DECLARATIONS** so that the report omitted a location owned or occupied by the Named Insured Party at the inception date.
- Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Form inception. The limit shown in the DECLARATIONS is the maximum amount of indemnity for any occurrence. This coverage does not apply to inland marine, automobile or if coverage is found in whole or in part elsewhere in this agreement.

H. Expediting Expenses:

- 1. We will pay, in the event of a **covered loss**, for the reasonable extra costs of temporary repair to **covered property** or of expediting the permanent repair or replacement of that property, whichever is less. These expenses include overtime wages and extra costs for express or other rapid means of transportation.
- 2. We will not pay for temporary rental of property or temporary replacement of damaged property.

I. Fire Department Charges:

We will pay charges you incur when an outside fire department is called to save or protect **covered property** from a **covered loss**.

J. **Fungus** Cleanup Expense:

- 1. We will pay when **fungus**, wet or dry rot, or bacteria results from one or more of the following causes that occurs during the **coverage period** and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **occurrence**, and only if any loss resulting from the following is reported to **us** within sixty (60) days of the **occurrence**:
 - a. A **covered loss** other than fire or lightning; or
 - b. **Flood**, if **flood** coverage applies to the affected premises.
- 2. Under conditions described in 1. above, we will pay for loss or damage by **fungus**, wet or dry rot or bacteria. As used in this coverage, the term "damage" means:

- a. Direct physical loss or damage to **covered property** caused by **fungus**, wet or dry rot or bacteria, including the cost of removal of **fungus**, wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other **covered property** as needed to gain access to the **fungus**, wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **fungus**, wet or dry rot or bacteria are present.
- 3. Regardless of the number of claims, the limit shown in the DECLARATIONS is the most we will pay for the total of all loss or damage arising out of all **occurrence**s which take place during the **coverage period**. We will not pay more than this amount even if the **fungus**, wet or dry rot or bacteria continues to be present or active, or recurs, in a later **coverage period**.
- 4. The coverage provided under this Coverage Form does not extend the available coverage at a location beyond the amount scheduled for that location.
- 5. **Fungus** Cleanup Expense does not include any costs to clean up or remove **pollutants**.
- 6. **Fungus** Cleanup Expense will be considered part of the original **occurrence**, and no separate deductible will apply.

K. Lawns, Plants, Trees or Shrubs:

- 1. We will pay for a **covered loss** to lawns, plants, trees and shrubs at a **covered location** from a **specified peril**.
- 2. We will not pay more than the lesser of the following:
 - a. The applicable limit of insurance shown in the DECLARATIONS on the Extension of Coverages Schedule; or
 - b. The amount of the total value of the building and contents at that covered location.

L. Leasehold Interest

- 1. We will pay for loss of covered leasehold interest you sustain due to the cancellation of your lease. The cancellation must result from a **covered loss** to a **covered location**. Covered leasehold interest means the following:
 - a. The difference between:
 - (1) The rent you pay at the described premises including taxes, insurance, janitorial or other service that you pay for as part of the rent; and
 - (2) The rental value of the described premises that you lease.
- 2. The most we will pay for loss because of the cancellation of any one lease is your covered leasehold interest at the time of loss. Your covered leasehold interest decreases automatically each month. A proportionate share applies for any period of time less than a month.

M. Air Conditioning Systems

We provide coverage when your business is necessarily wholly or partially interrupted by direct physical loss of or damage by a **peril insured against** to the air conditioning or electrical systems which are necessary for the operation of **covered property** and results in a reduction or suspension of your business.

N. **New Locations** (anywhere except Monroe County)

- 1. We will pay for insured physical loss or damage to a **new location** you acquire during the **coverage period** except in Monroe County. Coverage under this extension will end upon the earliest of the following:
 - a. Sixty (60) days after the date of acquisition;
 - b. When you report values described in paragraph 2. below to us; or
 - c. When this Coverage Part terminates.
- 2. For the newly acquired location to be added to this Coverage Part, you must submit to us a written report stating the location, occupancy, full replacement cost, including **business income** and any other time element values for that location, and any other coverages that may be in force at the **new location** within sixty (60) days of the date of acquisition.
- 3. If we receive from you the report described in paragraph 2. above and it is completed to our satisfaction, the **new location** will then be covered under the **real property** coverage in this Coverage Form. Additional premium will apply to the **new location**.
- 4. This extension does not apply to real property newly constructed by you during the coverage period.
- 5. Coverage for **new locations** located in Monroe County are on a prior submit basis only.

O. Personal Property of Employees:

- 1. We will pay for physical loss by a **peril insured against** to the **personal property** (other than automobiles) of your employees when such property is at a **covered location** or being used by the employee in the course of employment.
- 2. We will not pay for any loss to such property that occurs at the employee's residence.
- 3. With respects to this extension, volunteers are not considered employees and there is no coverage for **personal property** of volunteers.

P. Pollution Cleanup Expense:

- 1. We will pay to remove **pollutants** from **covered property** at a **covered location** if the **pollution** results from a **specified peril**.
- 2. If **pollution** results from a **peril insured against**, we will pay:
 - a. To remove **pollutants** from land, soil, surface or ground water upon, within, beneath or comprising a **covered location**; or
 - b. For testing performed in the course of extracting the **pollutants** from **covered locations**.
- 3. We will pay for removal or testing after a covered loss that occurs during the coverage period.
- 4. We will only pay these expenses if we receive immediate written notice of the **covered loss** and if these expenses are reported to us in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage period**, whichever is earlier.

Q. Professional Fees:

- We will pay for the reasonable costs you incur, for auditors, architects, engineers, accountants or other
 professionals and the cost of using your employees who undertake to accurately determine the details
 of your business in order to determine the extent of a covered loss payable under this Coverage Form for
 which we have accepted liability.
- 2. Professional fees do not include:
 - a. Any fees or expenses of attorneys;
 - b. Any fees or expenses of public adjusters or any of their subsidiaries or associated entities; or
 - c. Fees based on a contingency.

R. Recertification of Equipment

We will pay the necessary costs or expenses you incur to recertify portable fire fighting, ambulance or rescuerelated scheduled **inland marine** you own, when such equipment is damaged in a **covered loss**.

S. Service Interruption Coverage

- 1. In the event a cause of loss of the type covered hereunder directly causes damage to off-premises utility and power stations, substations, transformer or switching or pumping stations (including off-premises poles, towers, but excluding overhead transmission and distribution lines more than 1,000 feet from the premises of the Named Insured Party), we will pay for damage to **covered property** at a **covered location** directly resulting from interruption of electricity, steam, water, natural gas, refrigeration, fuel or from the lack of outgoing sewerage service.
- 2. However, we will not pay for any direct physical loss due to any interruption of service from a satellite, regardless of cause.

T. Transit:

We will pay for physical loss to your covered **personal property** or **inland marine** while in transit, including your covered **personal property** in the custody of messengers or salespeople.

U. Vehicles as Scheduled Property

We will pay for physical loss to your vehicles, when damaged by a **covered loss**, regardless of the location. The **named storm** deductible applies per vehicle rather than per location.

V. Preservation of Property

In the event of any actual or imminent physical loss or physical damage of the type insured against by the Coverage Form, the cost or expenses incurred in taking reasonable and necessary measures for the temporary protection and/or preservation of **covered property** shall be added to the total physical loss and/or physical damage amount, if any, otherwise payable under this Coverage Form but without increasing the applicable limits or sub-limits of insurance stated in the Coverage Form.

W. Property at Miscellaneous Unnamed Locations

Subject to the terms, conditions and limitations of the Coverage Form, the Insurers agree that this insurance is extended to apply to the Named Insured Party's interest in **covered property** at any miscellaneous unnamed locations within the Coverage Form Territory.

X. Piers, Docks and Wharves as Scheduled Property

We will pay for physical loss to your scheduled piers, docks and wharves when damaged by a covered loss.

Y. Money and Securities

We will pay for physical loss, damage or destruction of Money and/ or Securities.

Z. Exhibitions, Fair or Trade Shows

- 1. We will pay for physical loss or damage to your stock and general contents while at any exhibition, fair or trade show including while in direct transit to and from the exhibition, fair or trade show venue when damaged by a peril insured against.
- 2. This extension does not cover:
 - a. **Computer System** property which is not permanently secured to and fully integrated into an exhibit or exhibit stand;
 - b. Fine art; or
 - c. Damage to property insured while in or on an unattended vehicle.

AA. Glass and Sanitary Fittings Extension

- 1. We will pay for the costs of repair or replacement in the event of breakage of glass or sanitary fittings by a **peril insured against**.
- 2. The basis of the claim settlement shall be the value of the glass or sanitary fittings or at our option its repair, replacement or reinstate.
- 3. We will also pay:

- a. For damage to frames or framework which has to be removed to replace the glass;
- b. For the cost of necessary boarding-up and the provision of a temporary door, consequent upon the breakage of glass; and
- c. For damage to goods displayed provided such damage was not a direct result of theft or attempted theft.

4. We will not pay for:

- a. Breakage arising directly from alteration to or repair or restoration of the premises;
- b. Breakage of glass or sanitary fittings;
 - (1) Already damaged at inception of the coverage period;
 - (2) Forming part of your stock in trade;
- c. Scratching or chipping of glass unless it extends through the complete fabric of the glass;
- d. Breakage caused by wear and tear, any gradually operating cause or the costs of maintenance;
- e. Breakage in respect of any unoccupied building;
- f. Breakage of bulbs or tubes unless consequent upon damage to neon or illuminated signs;
- g. Breakage caused by mechanical or electrical breakdown or the application of electrical energy; or
- h. The applicable deductible for each and every loss arising hereunder.

BB. Ingress/Egress

- This Coverage Form covers the actual loss sustained and extra expense incurred by you due to the
 necessary interruption of your business due to prevention of ingress to or egress from a covered
 location, whether or not your premises or property is damaged, provided that such prevention is a direct
 result of physical damage of the type insured by this Coverage From, to the kind of property not excluded
 by this Coverage Form situated within one mile of the covered location.
- 2. We do not insure loss resulting from:
 - a. Lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and voice, **Data** or video.
 - b. Picketing or other action by strikers except for physical damage not excluded by this Coverage Form.
- 3. This Coverage Form does not provide coverage under this extension for more than forty-five (45) consecutive days.

CC. Lock and Key Replacement

- 1. This Coverage Form covers the reasonable and necessary costs incurred by you to pay for replacing locks and keys to safes, alarms and outside doors of any insured building at a **covered location**, following theft or attempted theft or loss of keys.
- 2. This Coverage Form does not cover theft or attempted theft from the insured building except as a result of violent and forcible entry to the insured building.

DD. Tracks and Fields

We will pay for a physical loss to tracks and fields at a covered location from a specified peril.

EE. Awnings, Gutters and Downspouts

- 1. We will pay for loss to your awnings, gutters and downspouts when damaged by a **covered loss**.
- 2. Awnings, gutters and downspouts, are not covered under this Coverage Form for loss or damage due to wind, freezing, thawing, ice, snow or sleet;
- 3. Awnings, gutters or downspouts are excepted from item 2. above, when:
 - a. The awnings, gutters and downspouts are attached to a single premises; and
 - b. The same single premises incurs the greater portion of the total damages.

SECTION VIII – DEFINITIONS

- A. **Accident** means a fortuitous event that causes direct physical damage to **covered equipment**. The event must be one of the following:
 - 1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 2. Artificially generated electric current, including electrical arcing, that damages electrical devices, appliances or wires:
 - 3. Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
 - 4. An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
 - 5. An event inside hot water boilers or other heating equipment that damages such equipment; or
 - 6. Bursting, cracking or splitting.
- B. Actual cash value means replacement cost less deduction for depreciation.
- C. Additional expense means necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:
 - 1. Avoid or minimize the suspension of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location; and
 - 2. Minimize the suspension of business if you cannot continue operations.

D. Business income means:

- 1. Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
- Continuing normal operating expenses incurred, including payroll, less any sum saved during the period
 of restoration in respect of charges and expenses which may cease or be reduced as a consequence of
 the covered loss.
- E. Catastrophic Ground Cover Collapse means geological activity that results in all of the following:
 - 1. The abrupt collapse of the ground cover;
 - 2. A depression in the ground cover clearly visible to the naked eye;
 - 3. **Structural damage** to the building, including the foundation; and
 - 4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a **catastrophic ground cover collapse**.

F. **Computer System** means:

1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,

owned or operated by the Insured or any other party.

G. Coverage period means the time during which coverage is provided by this Coverage Form.

- H. Covered equipment means the following unless specified otherwise in an endorsement to this Coverage Form:
 - 1. Equipment at a **covered location** that generates, transmits or utilizes energy including electronic communications and **Computer System**; and
 - 2. Equipment at a **covered location** which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- I. **Covered location** means those locations shown on the **Schedule of the DECLARATIONS**, or on the schedule of any endorsement to this Coverage Form.
- J. **Covered loss** means physical loss to **covered property** at a **covered location** resulting from a **peril insured against** by this Coverage Form.
- K. **Covered property** means property covered by this Coverage Form.
- L. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

M. Cyber Incident means:

- 1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- N. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- O. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System.**
- P. **Data Processing Media** means any property insured by this Coverage Form on which **Data** can be stored but not the **Data** itself.

O. Earth movement means:

- 1. Whether natural or man-made, includes but is not limited to:
 - a. Earthquake;
 - b. Landslide;
 - c. Mudflow;
 - d. Sinking, rising or shifting of the earth, other than catastrophic ground cover collapse or sinkhole loss;
 - e. Mudslide;
 - f. Rockslide; and
 - g. Volcanic activity.
- 2. However, physical damage by fire, explosion or sprinkler leakage resulting from **earth movement** will not be considered to be loss by **earth movement** within the terms and conditions of this Coverage Form.

Earth movement does not include sinkhole loss or catastrophic ground cover collapse. Further, this Coverage Form does not insure against sinkhole loss as defined in Florida law unless an endorsement for sinkhole loss is made part of this Coverage Form. However, if sinkhole loss causes catastrophic ground cover collapse, coverage is provided for the resulting catastrophic ground cover collapse even if an endorsement for sinkhole loss is not made part of this Coverage Form.

- R. Effective date means the day and time at which the coverage provided by this Coverage Form begins.
- S. **Flood** means: rising waters; waves; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, surface waters or sewer back-up resulting from any of the foregoing. However, the following are not considered to be loss by **flood** within the terms and conditions of this Coverage Form:
 - 1. Physical damage by fire, explosion or sprinkler leakage resulting from **flood**.
 - 2. Physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a **named storm**.
- T. **Flood Zone A** means property wholly or partially within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone A will include, but not be limited to, all of the subclassifications of AO, AH, AE, AR, A1 through A30 and A99, or any other sub-classification with the A prefix or designation.
- U. **Flood Zone V** means property wholly or partially within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone V will include, but not be limited to, all of the subclassifications of VO, VH, VE, VR, V1 through V30 and V99, or any other sub-classification with the V prefix or designation.
- V. **Fungus** means any type or form of **fungus**, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

W. Inland Marine means scheduled:

- 1. Communications Equipment Your stationary or portable communications equipment while at your **covered location** or away from your **covered location** during authorized use.
- 2. Contractor's/Mobile Equipment Your stationary or portable machinery and tools while at your **covered location** or away from your **covered location** during authorized use.
- 3. **Computer Systems** Your programmable electronic equipment that is used to store, retrieve and process **Data**, as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as **Data** transmission.
- 4. Emergency Service Portable Equipment Your portable firefighting, ambulance or rescue related equipment, excluding aircraft and watercraft.
- 5. Fine Arts Your art, sculptures, rarities, or antiquities, owned by you or in your care, custody and control.
- 6. Other Inland marine Your outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters and other portable equipment not otherwise classified.
- 7. Rented, Borrowed or Leased Equipment Items in your care, custody or control that you assume responsibility for through a formal arrangement.
- 8. Valuable Papers Your books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum or, cell. We will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.
- X. Limits of insurance means the maximum amount we will pay for a covered loss.
- Y. Named storm means the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center or any other recognized meteorological authority. All named storm events that occur within a continuous seventy-two (72) hour period will be considered a single

occurrence.

Z. **Necessary expenses** means reasonable expenses in excess of normal operating expenses, you incur in reducing your loss of **business income**. We will not pay more than we would pay if you had been unable to make up lost production or continue operations or services.

AA. **New locations** means:

- 1. Real property, you purchase or rent including personal property at that location;
- 2. Real property you begin to build; or
- 3. Inland marine you purchase;

after the **effective date** of this Coverage Form.

- BB. **Occurrence** means a sudden, identifiable, fortuitous event that results in a **covered loss** or series of events directly resulting from a **covered loss**.
- CC. **Over the road coverage** means while the vehicle is being driven or is in the course of travelling from one location to another.
- DD. **Peril(s) insured against** means risk of direct physical loss or damage from any cause except as excluded within the Coverage Form.

EE. **Period of restoration** means:

- 1. For buildings and equipment, the period of time which:
 - a. Starts at the time of a covered loss; and
 - b. Ends when using reasonable speed the building and equipment could be:
 - (1) Repaired or replaced; and
 - (2) Made ready for operations;

Under the same or equivalent physical and operating conditions that existed prior to the damage.

- 2. For buildings under construction:
 - a. We will apply the time period defined in 1. above to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage happened; and
 - b. We will give consideration to the actual experience of the business after completion of the construction and start-up.
- 3. For stock in-process and mercantile stock, including finished goods not manufactured by you, the time required using reasonable speed:
 - a. To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
 - b. To replace physically damaged mercantile stock.
- 4. For raw materials and supplies, the period of time:
 - a. Of actual interruption of production or suspension of operation or services which resulted from your inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but
 - b. Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.
- 5. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
- 6. The time required using reasonable speed to restore the physically damaged or destroyed **Data**, or **Data Processing Media**. This time does not include research engineering or any other time necessary to restore or recreate lost information.
- 7. The **period of restoration** does not include any additional time due to your inability to resume operations

for any reason, including but not limited to:

- a. Making changes to equipment;
- b. Making changes to the buildings, or structures, except as provided In the Demolition Cost, Operation of Building Laws and Increased Construction Cost provision if coverage is shown in the Property DECLARATIONS, under the Extensions of Coverage Schedule;
- c. Restaffing or retraining employees; or
- d. Any law or ordinance that requires testing, monitoring, clean up, removal, decontamination, treatment, detoxification or neutralization of, or any other response to **pollution** or **pollutants**.
- 8. The expiration of this Coverage Form will not terminate the **period of restoration**. The **period of restoration** will not exceed twenty-four (24) months from the date of loss and will not be limited by the expiration of this Coverage Form.

FF. **Personal property** means:

- 1. Personal property you own;
- 2. Improvements and betterments you have made in buildings you do not own; and
- 3. Your legal liability to the owner of personal property in your custody for physical damages to that property resulting from a **peril insured against** under this Coverage Form.
- GG. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed. However, **pollutants** does not include ammonia or asbestos.
- HH. Pollution means the presence, discharge, dispersal, seepage, migration, release or escape of any pollutants.

II. **Property in the open** means:

- 1. Fixtures, including outdoor fixtures;
- 2. Permanently installed outdoor machinery and equipment;
- 3. Outdoor furniture;
- 4. Outdoor open air pavilions;
- 5. Permanently installed outdoor recreational courts, nets, goals, bleachers, benches and playground equipment.

Property in the open does not include buildings, structures or **real property** within 1,000 feet of property on the **Schedule of the DECLARATIONS**; or shown on the statement of values that you provide **us**, the function of which is unrelated to or not incidental to the normal operation of property on the **Schedule of the DECLARATIONS**; or shown on the statement of values that you provide **us**.

- JJ. **Real property** means buildings and any other structure, including:
 - 1. Attached additions, extensions, permanent fittings or fixtures;
 - 2. Machinery and equipment used to service the buildings;
 - 3. Yard fixtures.

KK. Replacement cost means the cost to replace covered property:

- 1. With new materials of like kind and quality and used for the same purpose; and
- 2. At the location where the loss happened.

But **replacement cost** excludes any increased cost of repair or reconstruction by reason of any law or ordinance regulating construction, repair or use.

LL. **Schedule of the DECLARATIONS** is the schedule of values reported to and on file with **us**, or attached to this Coverage Form and the limits and sub-limits shown in the DECLARATIONS.

- MM. **Sinkhole activity** means settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.
- NN. **Sinkhole loss** means **structural damage** to the covered building, including the foundation, caused by **sinkhole activity**.
- OO. Specified perils means direct physical loss or damage caused by or resulting from:
 - 1. Fire;
 - 2. Lightning;
 - 3. Aircraft;
 - 4. Explosion, except for watercraft while in the water;
 - 5. Riot;
 - 6. Civil commotion;
 - 7. Smoke;
 - 8. Vehicles;
 - 9. Windstorm or hail to property contained in any building;
 - 10. Malicious mischief;
 - 11. Leakage or accidental discharge from automatic fire protection system;
 - 12. Collapse, except for watercraft while in the water;
 - 13. Theft, except for watercraft while in the water; or
 - 14. Catastrophic Ground Cover Collapse.
- PP. **Structural damage** means a covered building, regardless of the date of its construction, has experienced the following:
 - Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
 - 2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
 - 3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 - 4. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 - 5. Damage occurring on or after October 15, 2005, that qualifies as substantial **structural damage** as defined in the Florida Building Code.
- QQ. Tracks and Fields means grounds specifically constructed and maintained for athletic activities, including artificial field turf. Tracks and Fields do not include playground equipment, grandstands, fences, signs, light poles, score boards or other installed equipment.
- RR. Volcanic activity means loss to covered property directly resulting from:

- 1. Airborne volcanic blast or shockwaves;
- 2. Ash, dust, or particulate matter all resulting from volcanic blast; and
- Lava flow.

All **volcanic activity** resulting from eruptions occurring within any 168 hour period will constitute a single **occurrence**.

- SS. **Watercraft** means your own scheduled vessels not exceeding 26 feet in overall length, designed for operation in or on any waterway, for **specified perils** only, excluding collision with another object.
- TT. **Wind** means the direct action of the movement of air at any velocity including any substance driven by the movement of the air.

SECTION IX - GENERAL CONDITIONS

This Coverage Form and applicable endorsements are subject to the following conditions:

A. CANCELLATION

- 1. The Named Insured Party(ies) shown in the DECLARATIONS may cancel this Coverage Form by mailing or delivering to us advance written notice of cancellation.
- 2. If this Coverage Form has been in effect for 90 days or less:
 - a. we may cancel this Coverage Form by mailing or delivering to the first Named Insured Party written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 90 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with underwriting requirements established by us.
 - b. We may not cancel:
 - (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the **covered property**; or
 - (2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the **covered property**.
- 3. If this Coverage Form has been in effect for more than 90 days:
 - a. We may cancel this Coverage Form only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The Coverage Form was obtained by a material misstatement;
 - (3) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
 - (4) There has been a substantial change in the risk covered by the Coverage Form;
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;
 - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the **covered property**;
 - (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the **covered property**; or
 - (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.
 - b. We will mail or deliver to the first Named Insured Party written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
 - (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;
 - (2) 45 days before the effective date of cancellation if cancellation is for one or more of the reasons stated in Paragraphs 3.a.(2) through 3.a.(8) above.
- 4. We will mail or deliver our notice to the first Named Insured Party at the last mailing address known to us.
- 5. Notice of cancellation will state the effective date of cancellation. The **coverage period** will end on that date.
- 6. If this Coverage Form is cancelled, we will send the first Named Insured Party any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured Party cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this Coverage Form is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect.

The cancellation will be effective even if we have not made or offered arefund.

- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 8. Failure of the Insured Party(ies) to make timely payment of premium shall be considered a request by the Named Insured Party(ies) to cancel this Coverage Form; provided, however, such cancellation shall be rescinded if the Named Insured Party remits the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

- 1. This Coverage Form contains all the agreements between you and us concerning the coverage afforded. The Named Insured Party(ies) shown in the DECLARATIONS is not authorized to make changes in the terms of this Coverage Form without our consent.
- 2. This Coverage Form's terms can be amended or waived only by endorsement issued by us and made a part of this Coverage Form.

C. EXCESS INSURANCE/REINSURANCE

1. If any terms, limits, deductibles, coverage and/or conditions of this Coverage Form are affected throughout the coverage period, this Coverage Form may be endorsed to reflect those changes.

D. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Form.

E. COORDINATION OF COVERAGES

In the event a single claim or suit triggers coverage under more than one coverage part, the most we will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part's deductible or Self Insured Retention.

F. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this Coverage Form at any time during the **coverage period** and up to three years afterward.

G. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obliged to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
- 3. This condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.
- 4. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

H. OTHER COVERAGE OR INSURANCE

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Form. If you do, we will pay our share of the **covered loss** or damage. Our share is the proportion that the **limit of insurance** of our Coverage Form bears to the total of the limits of all the

coverages covering on the same basis.

I. PREMIUMS

The Named Insured Party shown in the DECLARATIONS:

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

J. SUBROGATION

- 1. In the event of any payment under this Coverage Form, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
- 2. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

K. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE FORM

Your rights and duties under this Coverage Form may be transferred. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- 1. Prior to a loss.
- 2. After a loss only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

L. NONRENEWAL

- 1. If we decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured Party written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least 45 days prior to the expiration of the Coverage Form.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured Party at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 3. We may not refuse to renew this Coverage Form:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the **covered property**;
 - b. On the basis of filing of claims for **sinkhole loss**. However, we may refuse to renew this Coverage Form if:
 - (1) The total of such property insurance claim payments for this Coverage Form equals or exceeds the limits in effect on the date of loss for property damage to the covered building; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
 - c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the **covered property**.
- 4. Notwithstanding the provisions of Paragraph K.3., we may refuse to renew this Coverage Form if this Coverage Form includes **sinkhole loss** coverage. If we nonrenew this Coverage Form for purposes of removing **sinkhole loss** coverage, pursuant to section 627.706, Florida Statutes, we will offer you a Coverage Form that includes **catastrophic ground cover collapse** coverage.

5. Notwithstanding the provisions of Paragraph K.3., we may refuse to renew this Coverage Form if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

M. COVERAGE INQUIRIES AND COMPLAINT ISSUES

If an Insured needs information regarding coverage, has a coverage inquiry or needs assistance resolving a complaint arising out of or relating to this coverage, we can be reached at 1-888-259-3010.

SECTION X – BOILER & MACHINERY

Subject to any applicable limits on the below schedule, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any **one accident**.

These coverages apply to all locations covered on the Coverage Form, unless otherwise specified.

SCHEDULE

ı.	Coverages	Limits
	Equipment Breakdown Limit	Subject to the Total Insured Values described on the DECLARATIONS.
	Business Income	Included
	Extra Expense	Included
	Data Restoration	\$100,000
	Expediting Expense	\$1,000,000
	Fungus, Wet Rot, Dry Rot and Bacteria	\$15,000
	Hazardous Substances	\$500,000
	Service Interruption	Subject to Business Income , Extra Expense, Data Restoration, and Spoilage limits
	Spoilage	\$50,000
II.	Deductibles	
	Direct Coverage	Subject to the All Other Perils Deductible described on the DECLARATIONS.

Time Element - Indirect Coverages

- A. **EQUIPMENT BREAKDOWN COVERAGE:** The term **perils(s) insured against** includes Equipment Breakdown as described and limited below:
 - 1. We will pay for direct physical damage to **covered property** that is the direct result of an **accident**. As used in this Section X Boiler & Machinery, **accident** means a fortuitous event that causes direct physical damage to **covered equipment**. The event must be one of the following:
 - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

- 2. Unless otherwise shown in the **schedule** above, the following coverages also apply to the direct result of an **accident**. These coverages do not provide additional amounts of insurance:
 - a. Expediting Expenses
 - (1) With respect to your damaged **covered property**, we will pay the reasonable extra costto:
 - (a) Make temporary repairs; and
 - (b) Expedite permanent repairs or permanent replacement.
 - (2) The most we will pay for loss or expense under this coverage is \$1,000,000 unless a different amount is shown in the **schedule** above.
 - b. Hazardous Substances
 - (1) We will pay your additional cost to repair or replace covered property because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property.
 - (2) This does not include contamination of **perishable goods** by refrigerant, including but not limited to ammonia, which is addressed in 2.c.(1)(b) below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no **hazardous substance** been involved.
 - (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of **business income** you sustain and necessary extra expense you incur, if shown as covered, is \$500,000 unless a different amount is shown in the **schedule** above.
 - c. Spoilage
 - (1) We will pay:
 - (a) For physical damage to **perishable goods** due to spoilage;
 - (b) For physical damage to **perishable goods** due to contamination from the release of refrigerant, including but not limited to ammonia;
 - (c) Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
 - (2) If you are unable to replace the **perishable goods** before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the **perishable goods** at the time of the **accident**, less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with Section V Valuations.
 - (3) The most we will pay for loss, damage or expense under this coverage is \$50,000 unless a different amount is shown in the **schedule** above.
 - d. Data Restoration
 - (1) We will pay for your reasonable and necessary cost to research, replace and restore lost data.
 - (2) The most we will pay for loss or expense under this coverage, including actual loss of **business income** you sustain and necessary extra expense you incur, if shown as covered, is \$100,000 unless a different amount is shown in the **schedule** above.
 - e. Service Interruption
 - (1) Any insurance provided for business income, extra expense or spoilage is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an accident to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of covered equipment except that it is not covered property.
 - (2) Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the **accident**. If the interruption exceeds 24 hours, coverage

- will begin at the time of the interruption, and the applicable deductible will apply.
- (3) The most we will pay in any one accident for loss, damage or expense under this coverage is the applicable limit for business income, extra expense or spoilage, except that if a limit is shown in the schedule above for Service Interruption, that limit will apply to business income and extra expense loss under this coverage.
- f. Fungus, Wet Rot, Dry Rot And Bacteria
 - (1) We will pay your additional cost to repair or replace covered property because of contamination by fungus, wet rot, dry rot or bacteria resulting from an accident. This includes the additional costs to clean up or dispose of such property. This does not include spoilage of personal property that is perishable goods to the extent that such spoilage is covered under Spoilage coverage.
 - (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no **fungus**, wet rot, dry rot or bacteria been involved.
 - (3) We will also pay the cost of testing performed after repair or replacement of the damaged covered property is completed only to the extent that there is reason to believe there is the presence of fungus, wet rot, dry rot or bacteria.
 - (4) This coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
 - (5) The most we will pay in any **one accident** for loss, damage or expense under this coverage, including actual loss of **business income** you sustain and necessary extra expense you incur, if shown as covered, is \$15,000 unless a different amount is shown in the **schedule** above even if the **fungus**, wet rot, dry rot or bacteria continues to be present or active or recurs in a later **coverage period**.
- g. Business Income and Extra Expense

Any insurance provided under the Coverage Form for **business income** or extra expense is extended to this Boiler & Machinery coverage. The most we will pay for loss or expense under this coverage is the applicable limit for **business income** and extra expense shown in the **schedule** above.

- 3. Exclusions: All exclusions in Section III Exclusions apply except as modified below:
 - a. The following exclusions are added:
 - (1) Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. However, if an **accident** results, we will pay for the resulting loss, damage or expense caused by that **accident**.
 - (2) If electrical covered equipment requires drying out because of water, we will pay for the direct expenses of such drying out subject to the applicable limit of insurance and deductible for building or business personal property, whichever applies.
 - (3) We will not pay for loss, damage or expense caused by or resulting from:
 - (a) A hydrostatic, pneumatic or gas pressure test of any **boiler and pressure vessel**, or an electrical insulation breakdown test of any type of electrical equipment; or
 - (b) Any of the following:
 - (i) Defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or Data Processing Media of any kind; or
 - (ii) Misalignment miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.
 - (iii) However, if an **accident** results, we will pay for the resulting loss, damage or expense caused by that **accident**.
 - (4) With respect to Service Interruption and **Fungus**, Wet Rot, Dry Rot And Bacteria coverages, we will also not pay for an **accident** caused by or resulting from: fire; lightning; windstorm or hail;

- explosion; smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; **flood** or **earth movement**.
- (5) With respect to **Business Income**, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.
- (6) Except as specifically provided under Fungus, Wet Rot, Dry Rot And Bacteria coverage, we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an accident: Any fungus, wet rot, dry rot or bacteria, including any presence, growth, proliferation, spread or any activity of fungus, wet rot, dry rot or bacteria. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such fungus, wet rot, dry rot or bacteria. However, this exclusion does not apply to spoilage of personal property that is perishable goods, to the extent that such spoilage is covered under Spoilage coverage.
- (7) We will not pay for any loss or damage to animals.
- 4. Boiler and Machinery Definitions The following definitions only apply to the coverage provided under Section X Boiler and Machinery and supersedes anything to the contrary:
 - a. Boiler and pressure vessel means:
 - (1) Any boiler, including attached steam, condensate and feed water piping; and
 - (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

b. "Covered equipment"

- (1) Covered equipment means, unless otherwise specified in a schedule, covered property:
 - (a) That generates, transmits or utilizes energy; or
 - (b) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents
 - (c) **Covered equipment** may utilize conventional design and technology or new or newly commercialized design and technology.
- (2) None of the following is **covered equipment**:
 - (a) Structure, foundation, cabinet or compartment;
 - (b) Insulating or refractory material;
 - (c) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
 - (d) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - (e) **Vehicle** or any equipment mounted on a **vehicle**;
 - (f) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
 - (g) Dragline, excavation or construction equipment; or
 - (h) Equipment manufactured by you for sale.
- Data means information, facts, concepts, code or any other information of any kind that is recorded
 or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer
 System.
- d. **Hazardous substance** means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- e. **One accident** means if an initial **accident** causes other **accidents**, all will be considered **one accident**. All **accidents** that are the result of the same event will be considered **one accident**.
- f. **Perishable goods** means **personal property** maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- g. Schedule means the Equipment Breakdown Coverage Schedule.
- h. **Vehicle** means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. **Vehicle** includes, but is not limited to: car, truck,

bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a vehicle.

B. Deductible

- 1. The deductible in the DECLARATIONS applies unless a separate Equipment Breakdown deductible is shown in the **schedule** above. If a separate Equipment Breakdown deductible is shown, the following applies:
 - a. Deductibles for Each Coverage
 - (1) Unless the **schedule** indicates that your deductible is combined for all coverages, multiple deductibles may apply to any **one accident**.
 - (2) We will not pay for loss, damage or expense under any coverage until the amount of the **covered loss**, damage or expense exceeds the deductible amount indicated for that coverage in the **schedule**. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
 - (3) If deductibles vary by type of covered equipment and more than one type of covered equipment is involved in any one accident, only the highest deductible for each coverage will apply.
 - b. Direct and Indirect Coverages
 - (1) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the **schedule**.
 - (2) Unless more specifically indicated in the schedule:
 - (a) Indirect Coverages Deductibles apply to business income and extra expense loss; and
 - (b) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this Section X Boiler & Machinery coverage.
 - c. Application of Deductibles
 - (1) Dollar Deductibles
 - We will not pay for loss, damage or expense resulting from any **one accident** until the amount of loss, damage or expense exceeds the applicable Deductible shown in the **schedule**. We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, up to the applicable **limit of insurance**.
 - (2) Time Element Deductible
 If a time element deductible is shown in the **schedule**, we will not be liable for any loss occurring during the specified number of hours or days immediately following the **accident**. If a time element deductible is expressed in days, each day shall mean twenty-four consecutive hours.
 - (3) Multiple of the Average Daily Value (ADV)
 - (a) If a deductible is expressed as a number times ADV, that amount will be calculated as follows:
 - (i) The ADV (Average Daily Value) will be the business income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no accident occurred, divided by the number of working days in that period.
 - (ii) No reduction shall be made for the **business income** not being earned, or in the number of working days, because of the **accident** or any other scheduled or unscheduled shutdowns during the period of interruption.
 - (iii) The ADV applies to the business income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the period of restoration.

- (iv) The number indicated in the **schedule** will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.
- (4) Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

2. Conditions

- a. Suspension
 - (1) Whenever covered equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an accident to that covered equipment. This can be done by mailing or delivering a written notice of suspension to:
 - (a) Your last known address; or
 - (b) The address where the **covered equipment** is located.
 - (2) Once suspended in this way, your insurance can be reinstated only by an endorsement for that **covered equipment**. If we suspend your insurance, you will get a pro rata refund of premium for that **covered equipment** for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.
- b. Jurisdictional Inspections
 - If any property that is **covered equipment** under this coverage requires inspection to comply with state or municipal **boiler and pressure** vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.
- c. Environmental, Safety and Efficiency Improvements
 - (1) If **covered equipment** requires replacement due to an **accident**, we will pay your additional cost to replace with equipment that is better for the environment safer for people, or more energy or water efficient than the equipment being replaced.
 - (2) However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which actual cash value applies and does not increase any of the applicable limits.
- d. The most we will pay for loss, damage or expense under this coverage arising from any **one accident** is the applicable **limit of insurance** for Total Insured Values in the DECLARATIONS. The coverage provided does not provide an additional amount of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Cap On Certified Terrorism Losses

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

- **1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, such as losses excluded by the nuclear exclusion or the war exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINKHOLE LOSS COVERAGE ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

As Per Schedule Attached

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the location(s) indicated in the Schedule, the following provisions apply:

- A. Exclusion E.15. is deleted in the Coverage Form and sinkhole loss is added as a specified peril.
- **B.** Coverage for **sinkhole loss** includes stabilization of the building (including land stabilization) and repair to the foundation, provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and with notice to you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair in accordance with the recommendations of the professional engineer as set forth in a report from us:
 - 1. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
 - 2. Our payment for **sinkhole loss** to **covered property** may be limited to the **actual cash value** of the loss to such property.

You must enter into a contract for the performance of building stabilization and/or foundation repair in accordance with the aforementioned recommendations, within 90 days after we notify you that there is coverage for **sinkhole loss**. After you have entered into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred.

However, if the professional engineer determines, prior to you entering into the aforementioned contract or prior to the start of repair work, that the repairs will exceed the applicable **limit of insurance**, we must either complete the recommended repairs or pay that **limit of insurance** upon such determination. If the aforementioned determination is made during the course of repair work and we have begun making payments for the work performed, we must either complete the recommended repairs or pay only the remaining portion of the applicable **limit of insurance** upon such determination. The most we will pay for the total of all **sinkhole loss**, including building and land stabilization and foundation repair, is the applicable **limit of insurance** on the affected building.

The stabilization and all other repairs to the **covered property** must be completed within 12 months after entering into the contract for the performance of these repairs, unless:

- **a.** There is a mutual agreement between you and us;
- **b.** The claim is involved with the neutral evaluation process;
- **c.** The claim is in litigation; or
- **d.** The claim is under appraisal or mediation.

- C. Sinkhole loss does not include:
 - 1. Sinking or collapse of land into man-made underground cavities; or
 - **2.** Earthquake.
- **D.** With respect to a claim for alleged **sinkhole loss**, the following provision is added:

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department).

You or we may file a request with the Department for neutral evaluation; the other party must comply with such request. We will pay reasonable costs associated with the neutral evaluation, regardless of which party makes the request. But if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party must bear the costs of those services. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us condition in this Coverage Form, except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

- E. Coverage for sinkhole loss under this endorsement does not increase the applicable limit of insurance. Even if loss or damage qualifies under, or includes, both catastrophic ground cover collapse (addressed elsewhere in this Coverage Form) and sinkhole loss, only one limit of insurance will apply to such loss or damage.
- F. The following provision is added to the Your Duties After a Loss Property Condition:

A claim for **sinkhole loss**, including but not limited to initial, supplemental and reopened claims is barred unless notice of claim is provided to us in accordance with the terms of this Coverage Form within two (2) years after you knew or reasonably should have known about the **sinkhole loss**.

- **G.** With respect to the coverage provided under this endorsement, Definition **MM. Structural damage** is replaced by the following:
 - **MM. Structural damage** means a covered building, regardless of the date of its construction, has experienced the following:
 - Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
 - 2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and

- one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
- 3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- **4.** Damage that results in the building, or any portion of the building containing **primary structural members** or **primary structural systems**, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
- **5.** Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.
- H. With respect to the coverage provided under this endorsement, the following definitions are added:

Primary structural member means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

Primary structural system means an assemblage of **primary structural members**.

- I. If we deny your claim for **sinkhole loss** without performing testing under section 627.7072, Florida Statutes, you may demand testing by communicating such demand to us in writing within 60 days after you receive our denial of the claim. You are responsible for 50% of the testing costs, or \$2,500, whichever is less. If our professional engineer or geologist provides written certification, pursuant to section 627.7073, that there is **sinkhole loss**, we will reimburse you for the testing costs.
- J. You may not accept a rebate from any person performing repairs for **sinkhole loss** covered under this endorsement. If you receive a rebate, coverage under this endorsement is void and you must refund the amount of the rebate to us.
- **K.** If we deny your claim for **sinkhole loss** upon receipt of written certification from a professional engineer or geologist, pursuant to section 627.7073, that there is no **sinkhole loss** or that the cause of the damage was not sinkhole activity, and if the sinkhole claim was submitted without good faith grounds for submitting such claim, you shall reimburse us for 50% of the actual costs of the analyses and services provided under sections 627.7072 and 627.7073, or \$2,500, whichever is less. You are not required to pay such reimbursement unless you request the analysis and services and we, before ordering the analysis, informed you in writing of the potential for reimbursement and gave you the opportunity to withdraw the claim.
- **L.** As a precondition to accepting payment for **sinkhole loss**, you must file with the county clerk of court, a copy of any sinkhole report regarding your property which was prepared on behalf or at your request. You will bear the cost of filing and recording the sinkhole report.



Communicable Disease Endorsement

The following is added to the PROPERTY COVERGE FORM – FIA 100 as indicated below:

- A. This policy, is subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.
- B. For the purposes of this endorsement loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 1. For a communicable disease, or
 - 2. Any property insured hereunder that is affected by such **communicable disease**.
- C. With respect to this endorsement, the following definitions are added to **SECTION VIII – DEFINITIONS:**
 - 1. **Communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- D. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms and conditions of the Property Coverage Form remain unchanged.

FIA 170 (04 20) Page **1** of **1**



Inland Marine Schedule

The District Community Development District

Policy No.: 100123402

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. D Term	 Value	Deductible
1	District Owned Building Materials for Various Projects the District is Required to Insure		Other inland marine	08/22/ 10/01/	 \$2,500,000	\$10,000
				Total	\$2,500,000	

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT BOND ANTICIPATION NOTE, SERIES 2024 (PUBLIC MARINA PROJECT); RATIFYING, CONFIRMING AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT BOND ANTICIPATION NOTE, SERIES 2024 (PUBLIC MARINA PROJECT); AND DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Community Development District (the "**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Jacksonville, Florida; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District, on September 4, 2024, executed the *Purchase Agreement for Series 2024 Note with Investor Representations* between the PHCC LLC d/b/a Preston Hollow Community Capital (the "Purchaser") and the District, agreeing to the sale of its Not-to-Exceed \$8,000,000 Bond Anticipation Note, Series 2024 (Public Marina Project) (the "Note"), at the terms and conditions provided therein; and

WHEREAS, the District has previously considered and adopted Resolutions 2023-06 and 2024-12 relating to the sale of the Note (collectively, the "Note Resolution"); and

WHEREAS, the District, on September 4, 2024, closed on the sale of the Note; and

Whereas, as prerequisites to the sale of the Note, the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District staff, including the District Manager, Paying Agent and Registrar, the District Engineer, District Counsel, and Bond Counsel (collectively, the "District Staff") were required to prepare, execute, and/or deliver various documents including, but not limited to: a Purchase Agreement for Series 2024 Note with Investor Representations dated September 4, 2024, by and between the District and Purchaser; a Certificate of the District Engineer; a Certificate of the District Manager as Paying Agent and Registrar to the District; an Amended and Restated District Engineer's Report, dated November 14, 2023; a RiversEdge Marina District Engineer's Report, dated November 28, 2022, as updated December 20, 2022; RiversEdge Marina Feasibility Report, dated December 20, 2022; an Acquisition Agreement

(Public Marina Project) dated December 20, 2022, between the District and Elements Development of Jacksonville, LLC (the "**Developer**"); a Construction Funding Agreement, dated October 18, 2021, between the District and Developer; a First Amendment to Construction Funding Agreement, dated February 19, 2024, between the District and Developer; and a copy of the executed specimen Note (collectively, the "**Closing Documents**"); and

WHEREAS, the District finds the sale and closing of the Note was in the best interests of the District, and the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Note; and

WHEREAS, the District incurred or will incur certain expenses in finalizing the sale and closing of the Note, the costs of which are reflected in **Exhibit A** attached hereto (the "Costs of Issuance"); and

WHEREAS, the District finds the expenses incurred in finalizing the closing and sale of the Note to be reasonable and in the best interests of the District, and the District desires to ratify payments made in relation to the closing and sale of the Note.

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

- **SECTION 1.** The sale and closing of the Note and the adoption of resolutions relating to the Note under the terms and conditions set forth therein and in the Closing Documents serve a public purpose and are in the best interests of the District and are hereby ratified, approved, and confirmed.
- **SECTION 2.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the closing and sale of the Note, including but not limited to the preparation, review, execution, and delivery of the Closing Documents, and such other certifications or other documents required for the closing on September 4, 2024, are hereby ratified, approved, and confirmed in all respects. Copies of the Closing Documents are on file at the District Manager's Office located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Said documents are specifically ratified, confirmed, and approved in all respects.
- **SECTION 3.** The Costs of Issuance listed in **Exhibit A** to this Resolution reflects reasonable costs that have been or will be incurred in finalizing the sale and closing of the Note necessary for financing the installation and construction of District infrastructure. The costs reflected in **Exhibit A** are hereby ratified and approved.
- **SECTION 4.** 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 of this Resolution not held to be invalid or unenforceable.

ATTEST:	DISTRICT COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Rose Bock, Chairperson
Print Name	

PASSED AND ADOPTED this 21st day of October 2024.

SECTION 5.

This Resolution shall become effective upon its passage.

EXHIBIT A

Marina Bond Anticipation Note (2024)								
Costs of Issuance and for Reimbursement								
Payable To	Role	Amount	Check Remit To:					
Kimley-Horn and Associates, Inc.	District Engineer	\$2,500.00	Kimley-Horn and Associates, Inc. P.O. Box 932520 Atlanta, Georgia 31193-2520					
Greenberg Traurig, P.A.	Note Counsel	\$55,000.00	Greenberg Traurig, P.A. 333 S.E. 2 nd Avenue, Suite 4400 Miami, Florida 33131					
Kutak Rock LLP	District Counsel	\$15,000.00	Kutak Rock LLP PO Box 30057 Omaha, Nebraska 68103-1157					
Foley & Lardner LLP	Developer's Counsel	\$21,565.00	Foley & Lardner LLP P.O. Box 78470 Milwaukee, Wisconsin 53278-8470					
Costs for Reimbursement		\$196,509.72	To be retained in Marina Note Acquisition and Construction Account for reimbursement by check and/or wire post-closing.					
TOTAL		\$290,574.52						

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A

TREE PLANTING PROGRAM (LEVEL 3) AGREEMENT

RIVERSEDGE

THIS TREE PLANTING PROGRAM (LEVEL 3) AGREEMENT ("Agreement") is made and is effective as of ________, 2024 (the "Effective Date"), by and among the CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "City") and DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a Community Development District described in §92.22(17), Ordinance Code (the "Applicant").

RECITALS:

WHEREAS, pursuant to Section 94.106, *Ordinance Code*, the Jacksonville Tree Commission ("*Commission*") established the Level 3 Tree Planting Program (the "*Program*"), which provides the process to apply to the City for project funding for local community and not-for-profit organizations to design, manage, construct, maintain and warranty tree planting projects on publicly owned land within Duval County that will conserve and enhance the City's tree canopy; and

WHEREAS, funding for the Program is generated by the development of land that causes a loss in the City's tree canopy, which loss may be mitigated by the payment into the Tree Protection and Related Expenses Trust Fund ("Tree Fund") pursuant to both Article 25 of the Jacksonville Charter, and Part 12 of the Zoning Code (656.1201, et. seq., *Ordinance Code*); and

WHEREAS, the Applicant applied through the Commission to the City to receive project funding under the Program for the tree planting project more particularly described in this Agreement (the "Project"); and

WHEREAS, the approval by MBRC was for the schematic design for the tree planting and associated tasks, estimated project cost, proposed project team, and estimated project performance schedule. Those items will form the basis of the preparation of the construction documents by the project landscape architect, which in turn will be bid out to landscape contractors for implementation of the plans and specifications; and

WHEREAS, pursuant to Ordinances 2020-213-E and 2022-764-E the City has appropriated funds for the Program to be utilized by the Department of Public Works for applications approved by the Mayor's Budget Review Committee ("MBRC") after receiving a recommendation from the Tree Commission; and

WHEREAS, MBRC has approved the Project proposed by the Applicant, subject to the terms and conditions provided herein,

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

ARTICLE I Incorporation of Recitals; Definitions

- 1.1 The parties hereto acknowledge and agree that the recitals above are correct and incorporated herein by this reference.
- 1.2 All capitalized terms shall have the meanings given to them in this Agreement, including, but not limited to, the capitalized terms defined below:
- Administrative Costs expenses incurred by the Applicant for general coordination of the application process, but not the management of the design or construction.
- **Applicant** an eligible not-for-profit or organization that submits an Application for funding through the Program.
- **Application** the Jacksonville Tree Commission Level 3 Tree Planting Program Application. The Application may be accessed on the Tree Commission webpage.
- *City* the City of Jacksonville.
- Conceptual Planting Plan shows location of proposed trees, identified by number, symbol or acronym; approximate quantity of trees; tree size; and tree type. This information is to be prepared on a base sheet, indicating existing structures and trees, and where new trees are to be provided. Base sheet may be a plan drawing or aerial photo and should be generally to scale, but this is not an absolute requirement.
- Contingency amount the amount stated in the Agreement payable on a prospective estimate of the cost, rather than a percentage of the contract amount, for changes in the Scope of Work. Note: if the contingency amount raises the cost to above the statutory or ordinance code threshold for procurement bidding, then the Project must follow the procurement procedures for the total amount, including the contingency.
- **Contractor** the Landscape Contractor responsible for the execution of the Project.
- Construction Documents the set of bid documents prepared by the landscape architect including, but not limited to, the planting and removal plans, irrigation plan, Specifications, construction details, Plant Schedule and legends for the Project including any modifications thereto.
- Contract Manager, City an employee of, or agent for, the City that oversees the Project through the Program requirements from the Applicant's initial contact with the City through completion of the Project, including review and approval of bid documents prepared by the Landscape Architect, bidding and construction phases, inspections and maintenance during the warranty period.
- **County** Duval County, Florida.
- **Department** the City of Jacksonville, Department of Public Works.

- **Design Plan** the City approved documents as provided in the Application for the Project, or as modified by the Tree Commission or MBRC, including but not limited to the Schematic Planting Plan, the Plant Schedule, the City's Specifications, and the Project Performance Schedule.
- **Draw Request Form** the draw request form, available from the City and on the Tree Commission website, for use by the Applicant requesting payment for completed tasks of the Scope of Work.
- *Final Acceptance* The point when the requirements of the construction contract including installation and maintenance have been completed in accordance with the contract documents and to the satisfaction of the City and the City has issued to the Applicant a letter of Final Acceptance.
- *Florida Fancy* the highest grade of plant material pursuant to the latest edition of "Florida Grades and Standards for Nursery Plants" produced by the Florida Department of Agriculture and Consumer Services.
- Governmental Approvals all necessary approvals and consents from all governmental or quasigovernmental authorities having jurisdiction over the Project, including, but not limited to, street openings or closings, zoning and use and occupancy permits, sewer permits, environmental permits and approvals, building permits, highway occupancy permits, subdivision and land development approvals, and approvals of fire underwriters.
- Initial Acceptance The point when the Landscape Contractor has completed the requirements of the construction portion of the contract in accordance with the contract documents to the satisfaction of the City and the City has issued to the Applicant a letter of Initial Acceptance.
 The Maintenance Period begins on the date of Initial Acceptance.
- Landscape Architect a Florida registered landscape architect licensed pursuant to Ch. 481, Part II, F.S., who has at least 5 years of experience in the design, construction oversight, and inspection of public and private tree planting projects, including tree planting in road rights-of-way. Experience must include preparing schematic design drawings, construction drawings, bid documents, and technical specifications; obtaining bids; providing contractor oversight; and inspecting and preparing inspection reports of the contractors' work. This definition includes the landscape architect's landscape architecture firm, including their employees.
- **Landscape Contractor** contractor, with a minimum of five years of experience in landscape and irrigation system construction.
- Maintenance Period The time established in the Agreement when the Landscape Contractor performs maintenance of the installed landscaping described in the Contract between the Applicant and the Landscape Contractor. The Maintenance Period begins upon Initial Acceptance and ends when the City issues a letter of Final Acceptance.
- **Plant Schedule** description of each plant in a table format prepared by the Landscape Architect listing:

- a) The common and botanical name (genus and species) of each tree type;
- b) The quantity of each type of tree;
- c) The size, including branch height and spread, the number of trunks, the caliper of each, and the height of clear trunk ("C.T.");
- d) Associated notes for each tree, such as balled and burlapped ("B&B"), container grown, etc.;
- e) Plant quality (Florida Fancy); and
- f) The explanation of symbols or acronyms used on the Planting Plan.
- **Program** the City of Jacksonville Tree Commission Level 3 Tree Planting Program.
- **Project** a tree planting effort, which may include an automatic irrigation system, provided by an Applicant, utilizing the Tree Fund as defined below, for the benefit of the citizens of Duval County by increasing the tree canopy on public property.
- **Project Cost** the total of all estimated eligible costs associated with design, preparation of construction documents, project coordination, procurement of materials, planting, irrigation, warranty, and maintenance of the Project submitted by the Applicant in accordance with the Application Instructions and Process Guide (available on the Tree Commission webpage).
- **Project Design** the compilation of the Schematic Planting Plan drawings, the City's Specifications, and the construction drawings and specifications for the irrigation and planting of the trees prepared by the Landscape Architect. The Conceptual Project Plan prepared by the Landscape Architect as well as the Project Team, Project Performance Schedule, and general Scope of Work.
- **Project Documents** all documents executed and delivered in connection with this Agreement.
- **Project Funds** the funding provided by the City to the Applicant for the Project pursuant to the Agreement.
- **Project Location** A map showing the location of the tree planting project within the County and showing, on a smaller scale, the surrounding context of the project site. See **Exhibit A-1**.
- **Project Manager, Applicant** an employee of, or agent for, the Applicant that administers the Project through the Program requirements from the initial contact/pre-application meetings with the City to completion of the Project, including draw requests, and maintenance during the warranty period.
- **Project Performance Schedule** the performance schedule as approved in the Application and as contained as part of **Exhibit B** of this Agreement. The schedule must include a timeline for:
 - 1. the development of the Landscape Plan and other associated Construction Documents based upon the approved Schematic Planting Plan and Plant Schedule, including the timeframe for bidding that professional service if required by Sec. 255.20, F.S., Sec. 287.055, F.S. and Chapter 126, *Ordinance Code*;

- 2. Bidding the Construction Documents to qualified bidders;
- 3. Removal of obstructions;
- 4. Installation of the irrigation (if any);
- 5. Installation of the trees; and
- 6. Maintenance and warranty period.
- **Project Scope** the project and scope of work to be performed by Applicant identified in Applicant's Application, including but not limited to the Applicant's approved Planting Plan, and irrigation plan if any, as more particularly described in **Composite Exhibit A** attached hereto.
- **Publicly Owned Property** property located in Duval County owned by a local, state, federal, or other governmental entity, which includes land within public rights-of-way; parks, preserves, Duval County School Board property, and other publicly owned property accessible to the public.
- **Schematic Planting Plan** scaled drawings provided as part of the Application showing: graphic scale and north arrow for each drawing, Site Location Maps, project limits within the property, property lines and right-of-way lines, surrounding context, overhead utilities, location and identification of all existing and proposed plant material utilizing standard symbols or acronyms, a legend of the symbols or acronyms, and boundaries of irrigation, if included.
- Scope of Work the description of work required to implement the Project.
- **Specifications** a document entitled "Specifications for Jacksonville Tree Commission Level 3 Community Organization Tree Planting Program" ("Specifications"), a copy of which is available from the City.
- *Tree Commission -* the advisory body created in Chapter 94, *Ordinance Code*.
- *Tree Commission Staff* the staff assigned by the Mowing and Landscape Maintenance Division of the Jacksonville Department of Public Works to support the efforts of the Tree Commission.
- *Tree Fund* the monies deposited within the Tree Protection and Related Expenses Trust Fund, pursuant to Sec. 111.760, *Ordinance Code*, and Sec. 25.04, *Jacksonville Charter*.
- Tree Planting Plan The final planting plan that is incorporated into the Construction Documents prepared by the Landscape Architect that is derived from and closely resembles the Schematic Planting Plan approved as part of the Application. Existing conditions such as overhead and underground utilities, existing vegetation to remain and to be removed, existing signage, existing hardscape such as roadways and sidewalks, and existing tree

canopy adjacent to the Project site shall be shown on the drawing. Provide Drawings in a high-resolution electronic format.

Warranty and Maintenance – the minimum time established in the construction contract when the Landscape Contractor provides maintenance and a warranty that the installed project will remain in healthy condition and in conformance with the Specifications until Final Acceptance.

ARTICLE II Project

- 2.1 <u>Project Funds</u>. Subject to the terms and conditions set forth in this Agreement, City agrees to pay and disburse the Project Funds to Applicant in the amount of **ONE MILLION TWO HUNDRED ELEVEN THOUSAND TWO HUNDRED FORTY-SIX DOLLARS AND TWENTY-ONE CENTS (\$1,211,246.21)** as shown in the Project Budget and Cost Breakdown on **Exhibit C**. The City will provide the Cost Breakdown form. Applicant acknowledges and agrees that the Project Funds shall be disbursed on a work performed and invoiced basis, subject to the Draw requirements in Article VI herein. In no event shall the City be required to advance any or all of the Project Funds to Applicant. The Project Funds shall be used by the Applicant to fund the Project.
- 2.2 <u>Project Scope</u>. The Applicant agrees to perform the Project Scope in accordance with the Design Plans, Specifications, Project Performance Schedule, and Project Budget. If any services, functions, or responsibilities not specifically set forth in this Agreement are necessary for the proper performance of the Project Scope, then such services, functions and responsibilities shall be deemed implied by and included within the Project Scope.
 - 2.3 Refund and Return of Project Funds; Reimbursement of Collection Costs.
- 2.3.1 <u>No Entitlement to Project Funds</u>. In the event the Applicant receives any portion of the Project Funds to which it is not entitled as of the date of Draw of the same, whether by accident or otherwise, then such funds shall automatically revert to the City, and the Applicant shall immediately refund and return all such funds to the City without demand or further notice.
- 2.3.2 <u>Misuse of Project Funds</u>. In the event the Applicant expends any portion of the Project Funds in a manner inconsistent with the terms of this Agreement, the City Tree Planting Standards and Specifications, or any applicable and governing federal, state or local law, rule regulation or policy, then the Applicant shall immediately refund and return all such funds to the City without demand or further notice.
- 2.3.3 <u>Reimbursement of Collection Costs</u>. The Applicant shall reimburse the City for all costs, expenses and fees, including attorneys' fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Agreement.

- 2.4 <u>Tree Planting Standards, Specifications, and Other Requirements</u>. A document entitled "Specifications for Jacksonville Tree Commission Level 3 Community Organization Tree Planting Program" ("Specifications") is one document that is provided to potential Landscape Contractors in the bidding process, and the applicant is familiar with these requirements. It includes the standards for the individual Project.
- 2.5 The Project Team is listed in **Exhibit D** of this Agreement. Should any replacement of a team member be necessary, the City shall be notified immediately, and an eligible replacement named.

ARTICLE III Use of Project Funds; Other Requirements

- 3.1 <u>Use of Project Funds</u>. The Applicant shall expend the Project Funds solely and exclusively for the Project Scope, which shall be constructed on the Project Location. The Applicant shall not expend or otherwise use any or all of the Project Funds for any other purpose without the prior written consent of the City, which consent may be withheld in its sole discretion. Release of any liens must be obtained within 30 days of Applicant's receipt of Project Funds.
- <u>Local Laws, Rules, Regulations and Policies</u>. Applicant must comply with the Specifications with respect to the performance of the Project Scope. The Design Plans shall be approved by the City's landscape architect prior to the commencement of the Project Scope. The Applicant shall use the Project Funds in a manner consistent with all applicable and governing federal, state and local laws, rules, regulations and policies, and any subsequent amendment thereto, during the Term of this Agreement. The Applicant acknowledges and agrees that the Applicant has reviewed, understands and is familiar with all such applicable and governing federal, state and local laws, rules, regulations and policies. All expenses for which reimbursement is sought, including the landscape architecture fees for the Schematic Planting Plan, Landscape Plan, or other services, must comply with Sections 255.20 and 287.055, Florida Statutes and Chapter 126, Ordinance Code.
- 3.3 <u>Compliance with the Additional Terms and Conditions</u>. In addition to the requirements, limitations and restrictions set forth elsewhere in this Agreement, the Applicant shall strictly follow and comply with the additional terms and conditions contained on <u>Exhibit E</u>.

ARTICLE IV Project Performance Schedule

4.1 The Applicant and the City have jointly established the Project Performance Schedule, as described on **Exhibit B**. The Applicant shall timely perform its obligations set forth on the Project Performance Schedule. The Project Performance Schedule shall not be modified without the prior written consent of the City, which consent may be withheld in its sole discretion.

ARTICLE V Completion of Project

- 5.1 <u>Completion of the Project</u>. The Applicant shall complete construction of the Project Scope by no later than the time calculated pursuant to <u>Exhibit B</u> (the "*Project Performance Schedule*"). For purposes of this Agreement, completion of the Project Scope shall be deemed to have occurred only when the following conditions (the "*Project Completion Conditions*") shall have been satisfied:
 - (a) The Applicant shall furnish to the City certificate of substantial completion from the Landscape Architect to establish to the City's satisfaction that the Project Scope has been properly completed and is not subject to any violations or uncorrected conditions noted or filed in any City department;
 - (b) The Applicant shall submit to the City a proper contractor's final affidavit and full and complete releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to the City, confirming that final payment has been made for all materials supplied and labor furnished in connection with the Project Scope;
 - (c) The Project Scope shall have been finally completed in all respects in accordance with the Design Plans, as verified by a final inspection report satisfactory to the City, certifying that the Project Scope has been constructed in a good and workmanlike manner and is in satisfactory condition. In the event the City determines that there is a deficiency with the Project Scope, the City reserves the right to require that an escrow be established in an amount satisfactory to the City to remedy such deficiency.

5.2 Change Orders.

- (a) No material amendment shall be made to the Design Plans or the Construction Documents executed in connection with the Project Scope nor shall any material change orders be made by Applicant thereunder without the prior written consent of the City.
- (b) In the event of change orders requested by the City or requested by the Applicant or its contractors and approved by the City, Applicant shall be paid for its reasonable time in implementing or supervising the execution of the change order. Such compensation shall be at the hourly rates for Applicant, set forth in Exhibit "C" of this Contract.
- 5.3 <u>Subcontractors</u>. The Applicant agrees that it will not engage or continue to employ or permit any of its general contractors to engage or continue to employ, any contractor, subcontractor, or materialman or any other third party who may be reasonably objectionable to the City. If requested by the City, the Applicant shall deliver to the City a fully executed copy of each of the agreements between the Applicant and such third parties and between any such general contractor and any contractor, subcontractor or materialman or any other third party, each of which shall be in form and substance reasonably satisfactory to the City. The City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price

thereof does not exceed the fair and reasonable cost of the Project Scope to be performed thereunder and (b) the contractor or subcontractor is of recognized standing in the trade, has a reputation for complying with contractual obligations and is otherwise reasonably acceptable to the City.

- 5.4 <u>Liens and Lien Waivers</u>. The Applicant shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances filed against any real property contemplated by this Agreement released or transferred to bond within ten (10) days of the date the Applicant receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, the City shall not be required to make any Draws (as defined herein) until it is bonded over or removed and a copy of the recorded release thereof is received and accepted by the City. The City shall not be obligated to disburse any funds to Applicant if, in the opinion of the City, any Draw, real property contemplated by this Agreement or any other collateral for the Project Funds would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. The Applicant shall be fully and solely responsible for compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.
- 5.5 <u>Authority of City to Monitor Compliance</u>. During all periods of design and construction of the Project Scope, the Applicant shall permit the City's Chief Executive Officer or his/her designated personnel, to monitor compliance by the Applicant with the provisions of this Agreement and any Construction Documents. During the period of construction of the Project Scope and with prior notice to the Applicant, representatives of the City shall have the right of access to the Applicant's records and employees, as they relate to the Project Scope, during normal business hours.
- 5.6 <u>Construction and Operation Management</u>. Except as otherwise expressly provided herein, the Applicant shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Project Scope, provided that the same shall, in any event, conform to and comply with the terms and conditions set forth in this Agreement, the Construction Documents, and all applicable and governing federal, state and local laws, rules, regulations and policies (including without limitation, applicable zoning, subdivision, building and fire codes). The Applicant's discretion, control and authority with respect thereto shall include, without limitation, the following matters:
 - (a) the construction and design of the Project Scope, subject to the express terms and conditions of this Agreement;
 - (b) the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively, the "Vendors") on such terms and conditions as the Applicant deems appropriate; provided however, that to the extent that the City furnishes to Applicant the names and identities of Jacksonville-based vendors, including, without limitation, Jacksonville-based minority vendors, and to the extent that the Applicant has the need to enter into contracts with vendors outside of persons employed by Applicant or companies affiliated with or controlled by the Applicant, then the Applicant agrees to include all such Jacksonville-

based vendors in the process established by the Applicant for obtaining bids for any of the Project Scope;

- (c) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Applicant; and
- (d) the preparation of such budgets, cost estimates, financial projections, statements, information and reports as Applicant deems appropriate.
- 5.7 <u>Guarantee of Plant Material and other Improvements.</u> Applicant guarantees that the plant material and all other systems provided will meet the Tree Program specifications, as required in the **Specifications** for a minimum period of **24 months** or **2 years** and until Final Acceptance.
- 5.8 <u>Survival of Agreement after Project Completion.</u> This Agreement shall not terminate until the Project has completed a successful inspection by the City after the guarantee period, and any extension thereof pursuant to the terms of this Agreement.

ARTICLE VI Draws

6.1 <u>Maximum Amount</u>. Provided that the Applicant has performed all obligations of the Applicant then due and subject to compliance by the Applicant with the terms and conditions of this Agreement, the City shall make Draws (each, a "*Draw*" and collectively, the "*Draws*") to Applicant for the Project Scope, up to the maximum amount of the Project Funds in accordance with the Approved Draw Schedule attached hereto as <u>Exhibit F</u>. Prior to Draw, the Applicant must provide a local business tax receipt to do business in the City of Jacksonville.

6.2 Reserved.

- 6.3 <u>Draw Procedures.</u> All Draws shall be made from time to time upon written application of the Applicant pursuant to a Draw request (each, a "*Draw Request*"). The Applicant shall submit Draw Requests to the City in accordance with the Approved Draw Schedule attached hereto as <u>Exhibit F</u>, covering work performed since the prior Draw Request. By submitting a Draw Request, the Applicant warrants to the City that:
- (a) the work performed and the materials supplied as of the date thereof are in accordance with the Construction Documents and this Agreement,
- (b) the work and materials for which payment is requested have been physically incorporated into the Project Scope,
 - (c) the value is as stated,
- (d) the work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction,

- (e) payment for the items described in such Draw Request has been invoiced to the Applicant by those providing the labor or materials, and the invoices, receipts and other documents required by the City are provided as evidence that the costs and expenses were actually incurred by the Applicant,
- (f) evidence in the form of receipts, vouchers, invoices and waivers of mechanic's and materialmen's liens and other documents required by the City shall be included with Draw Requests showing that the previous progress payment, if any, has been applied to pay in full its obligations incurred for the Work covered by the prior Draw Request,
 - (g) such Draw Request is consistent with this Agreement, and
- (h) no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

The proceeds of each payment of City funds (each, a "Reimbursement" of the previous progress payment) shall be used by the Applicant solely as reimbursement for the obligations for which the Reimbursement is sought,

- 6.4 <u>Requests for Draw</u>. For each request for a Draw, the Applicant shall submit to the City a completed written Draw request on a copy of the Draw Request Form as provided by the Department of Public Works.
- 6.5 <u>Inspection</u>. Upon receiving the Draw Request, the City staff shall determine (a) whether the work completed as of the date of such Draw Request has been done satisfactorily and in accordance with the Construction Documents, and this Agreement, and (b) whether the costs actually incurred is a part of the Project Scope to be performed under this Agreement. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Applicant shall have no right to claim any loss or damage against the City or the City inspector arising from any alleged negligence in or failure to perform such inspections; failure to monitor Draws or the progress or quality of construction; or failure to otherwise properly administer the Project Funds.

6.6 Conditions to Draws.

- 6.6.1 <u>General Conditions</u>. The City shall have no obligation to make any Draw (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Draw has been satisfied or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.
- 6.6.2 <u>Conditions to Initial Draw</u>. The obligation of the City to make the initial Draw is conditioned upon the occurrence of each of the following:
 - (a) The Applicant shall have provided to the City, in form and substance satisfactory to the City, evidence that the Applicant has applied for and has obtained, or is pursuing and will obtain, all governmental approvals and consents required for the construction of the Project Scope;

- (b) The Applicant shall have provided to the City proof of insurance coverage as required in this Agreement;
- (c) The Applicant shall have submitted to the City a Draw Request pursuant to Section 6.4 hereof;
- (d) The Applicant shall have provided to the City, in form and substance satisfactory to the City, an updated Project Budget showing the amount of money actually spent by the Applicant on particular items and the remaining costs of the Project Scope; and
- (e) The Applicant shall have provided to the City, in form and substance satisfactory to the City, any such other document, instrument, information, agreement or certificate the City may require.
- 6.6.3 <u>Conditions to Final Draw</u>. The obligation of the City to make the Final Draw is conditioned upon the occurrence of the Applicant having completed the Project Completion Conditions set forth in Section 5.1 hereof.
- 6.7 No Warranty by the City. Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Project Budget; (b) the feasibility or quality of the Construction Documents; (c) the proper application by the Applicant of the Project Funds; (d) the quality or condition of the Project Scope; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Project Scope. The Applicant acknowledges that the Applicant has not relied and will not rely upon any experience, awareness or expertise of the City, or the City's inspector, regarding the aforesaid matters.

ARTICLE VII Term and Termination

7.1 <u>Term.</u> This Agreement shall be effective for the period beginning on the Effective Date and shall terminate upon the City's Final Acceptance. Final Acceptance occurs at the point when the landscape maintenance work required after the Initial Inspection, including any punch list items from the Final Inspection, has been completed to the satisfaction of the City's Contract Manager, unless terminated sooner pursuant to the provisions hereunder (the "*Term*").

7.2 Events of Default; Termination.

- 7.2.1 Events of Default. The occurrence of any one or more of the following events prior to the expiration of the Term shall constitute an "*Event of Default*" hereunder:
 - (a) Failure to perform or observe any material term, agreement, covenant or condition of this Agreement or any of the agreements or other instruments attached hereto as Exhibits, which such default continues for ten (10) business days after written notice thereof; provided that, if such failure cannot be

reasonably cured within ten (10) business days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ten (10) business day period, notifies City of the reasonable time period to cure, and pursues such cure to a timely conclusion.

- (b) A violation of any applicable and governing federal, state or local law, rule, regulation or policy with respect to the subject matter hereof.
- (c) Any representation or warranty contained in this Agreement that is false or misleading in any material respect.
- (d) The application by Applicant for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party hereto or of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.
- (e) An event of default of the Applicant under any other agreement or transaction between the Applicant and the City of Jacksonville or the City.
- 7.2.2 Termination upon Event of Default. Upon the occurrence of an Event of Default, the non-defaulting party, at its sole and absolute election, may terminate this Agreement and exercise all rights and remedies it may have at law or in equity. Additionally, each party shall have the right to prosecute any proceedings at law or in equity against any defaulting party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such rights shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

7.2.3 No Waiver. Failure on the part of the City to notify the Applicant of a default shall not be deemed to be a waiver by the City as to its rights on such default of the Applicant and shall not be deemed to be a waiver of the City's right to notify the Applicant of such default at a subsequent time, and such a notice shall have the same effect as if promptly made.

ARTICLE VIII Contract Managers

8.1 <u>Contract Managers</u>. Each party to this Agreement will designate a Contract Manager whose responsibility shall be to oversee that party's performance of its duties and obligations under this Agreement. As of the Effective Date, the City's Contract Manager is Justin Gearhart, City Arborist, 609 St. Johns Bluff, Jacksonville, FL 32225; Phone Number: (904) 255-4327; email: <u>JGearhart@coj.net</u>, and Applicant's Project Manager is William ("Bill") J. Schilling Jr., District Engineer, 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258; (904) 828-3900; <u>Bill.Schilling@kimley-horn.com</u>. The City and Applicant shall each provide prompt written notice to the other party of any changes to its Contract Manager or his or her contact information, provided such changes shall not be deemed contract amendments and may be provided by email.

ARTICLE IX Records

- 9.1 <u>Maintenance, Retention and Examination of Records.</u> In addition to the audit provisions set forth in this Article and elsewhere in this Agreement, the Applicant shall, and the Applicant shall require and cause each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope to, (a) maintain and retain all books, records, papers and other documentation or evidence pertaining to costs or expenses incurred in construction or furtherance of the Project Scope throughout the Term of this Agreement and for a period of five (5) years thereafter and (b) make available to the City, and permit the City to examine, inspect and have access to, at all reasonable times during the Term of this Agreement and for a period of five (5) years thereafter, such books, records, papers and other documentation or evidence. This covenant applies at every local and corporate office of the Applicant and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope in any way.
- 9.2 <u>Prohibited Use</u>. The Applicant shall not use any portion of the Project Funds to pay for any costs or expenses associated with the reporting requirements, financial or otherwise, set forth in this Article or elsewhere in this Agreement.

<u>ARTICLE X</u> Indemnification; Insurance

- 10.1 See **Exhibit G**, attached hereto, for Indemnification requirements.
- 10.2 Without limiting its liability under this Agreement, the Applicant shall procure and maintain at its sole expense and require its contractors and subcontractors of any tier to procure and maintain, during the term of this Agreement, the insurance coverage and bond requirements contained on **Exhibit H**, attached hereto.

ARTICLE XI Representations and Warranties by Applicant

Without limiting the representations, warranties and covenants of Applicant set forth elsewhere in this Agreement, as a material inducement for the City to enter into this Agreement, the Applicant represents and warrants to the City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the Term of this Agreement as if continuously reiterated) that:

- 11.1. The Applicant is a Community Development District. The Applicant has full power and authority to execute and deliver this Agreement and all documents contemplated hereby and perform its obligations arising hereunder and thereunder. The individual signing on behalf of the Applicant has full power and authority to do so.
- 11.2. The making, execution and delivery of this Agreement and performance of all obligations hereunder by the Applicant have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of the Applicant (as the case may be).
- 11.3. This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of the Applicant, enforceable in accordance with their respective terms, assuming execution of the same by the City.
- 11.4. This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of the Applicant, any judgment, order, decree, writ or injunction to which the Applicant is bound, or any provision of any applicable law or regulation to which the Applicant is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent from any third party.
- 11.5. The Applicant and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Project Scope.

- 11.6. The Applicant has not employed or retained any third party having a relationship with the City to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.
- 11.7. The Applicant has obtained for the construction of the Project Scope the Governmental Approvals, and all Governmental Approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.
- 11.8. No notice of taking by eminent domain or condemnation of any part of the Project Location has been received, and the Applicant has no knowledge that any such proceeding is contemplated with respect to the Project Scope.

ARTICLE XII Miscellaneous Provisions

- 12.1 <u>Amendment</u>. This Agreement shall not be amended or modified in any way except by an instrument in writing executed by both parties hereto.
- 12.2 <u>Notices</u>. All notices to be given hereunder shall be in writing and personally delivered or sent facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

To City: Public Works Department

Mowing and Landscape Maintenance Division

609 St. Johns Bluff Rd. Jacksonville, Florida 32225

Attention: Chief

With Copy to: City of Jacksonville

Office of General Counsel Tree Commission Attorney 117 West Duval Street, Suite 480 Jacksonville, Florida 32202

Attention: Government Operations Department

To Applicant: Craig Wrathell

2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Attention: District Manager

With Copy to: Kutak Rock

107 W. College Ave. Tallahassee, FL 32301 Attn: District CDD Counsel

- 12.3 <u>TIME IS OF THE ESSENCE</u>. TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.
- 12.4 <u>Waiver</u>. No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.
- 12.5 <u>Remedies</u>. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 12.6 <u>Severability</u>. Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any existing or future law, rule or regulation by a court or governmental agency having competent jurisdiction, such determination shall not impair the operation of or have any other effect on the remaining sections, parts, terms or provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto, and such invalid sections, parts, terms or provisions shall deemed to be not a part of this Agreement.
- 12.7 <u>Independent Contractor</u>. The parties hereto acknowledge and agree that the Applicant shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, representative or associate of the City. The Applicant shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.
- 12.8 <u>No Third Party Beneficiaries</u>. This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.
- 12.9 <u>Venue</u>; <u>Applicable Law</u>. The Applicant acknowledges, consents and agrees that all legal actions or proceedings arising out of or related to this Agreement shall lie exclusively in a state or federal court in Duval County, Florida. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

- 12.10 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Applicant represents and warrants to the City that Applicant has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Applicant agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the executive director for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Applicant shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. The Applicant agrees that, if any of the obligations of this contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.
- 12.11 Further Assurances. The Applicant shall, on request of the City, (a) promptly correct any defect, error or omission in this Agreement and the Security Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents and to identify and subject to the liens of the Security Documents any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect the liens or the security interest under the Security Documents against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents.
- 12.12 <u>Construction</u>. Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Agreement. The Applicant acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Should any provision of this Agreement require judicial interpretation, there shall be no presumption that the terms hereof shall be more strictly construed against either party.
- 12.13 <u>Headings</u>. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.
- 12.14 <u>Conflict of Interest</u>. The parties hereto shall follow the provisions of Section 126.112, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.
- 12.15 <u>Survival</u>. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Agreement.

- 12.16 <u>Conformity to Applicable Laws</u>. The Applicant shall comply with all applicable federal, state and local laws, rules, regulations and policies as the same exist and as may be amended from time to time, including, but not limited to, the "Public Records Law", Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes. If any of the obligations of this Agreement are to be performed by a subcontractor of Applicant, the Applicant shall incorporate the provisions of this section into and shall become a part of the subcontract.
- 12.17 <u>Ethics</u>. The Applicant represents and warrants to the City that Applicant has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code.
- 12.18 <u>Public Entity Crimes Notice</u>. The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars (\$25,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.
- 12.19 <u>Assignment</u>. This Agreement and the rights and obligations herein may not be assigned, in whole or part, by either party without the prior written approval of both parties. Additionally, the Applicant shall guarantee to the City that in the event the Applicant's recipient homeowner sells, assigns, conveys, or otherwise transfers any interest in the Project Location at any time, the full amount of the Project Funds disbursed to Applicant's homeowner recipient shall be due and payable to the City at the time of such transfer.
- 12.20 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
- 12.21 <u>Entire Agreement</u>. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings, oral or written, between them with respect to such subject matter.
- 12.22 <u>Exhibits</u>. The Exhibits attached to this Agreement are all incorporated herein by reference.

[The remainder of this page was intentionally left blank by the parties. Signature pages to follow]

IN WITNESS WHEREOF, the parties her year first above written.	eto have executed this Agreement as of the day and
year first above written.	DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a Community Development District
	By: Rose Back
	Its: Chair, Board of Supervisors
	Print Name: Rose Bock
ATTEST:	CITY OF JACKSONVILLE
By: James R. McCain, Jr. Corporation Secretary	By:
Encumbrance and funding information for	or internal City use:
Funding Account: Level 3Tree Plantin 15304.151004.549006.00000.000	
PO Number:	
Amount\$1,211,246.2	1
TOTAL MAXIMUM INDEBTEDNESS:	_\$ 1,211,246.21
shall not be encumbered by the foregoing subsequently issued purchase orders that n	fixed monetary amount of the foregoing contract. It contract. It shall be encumbered by one or more nust reference the foregoing Contract. All financial ll be made at the time such purchase orders are issued.
Jacksonville, I do hereby certify that ther unimpounded balance in the appropriatio	24.103(e) of the <i>Ordinance Code</i> of the City of e is or will be an unexpended, unencumbered and n sufficient to cover the foregoing Agreement in hereof and that provision has been made for payment
	Director of E
	Director of Finance

Pursuant to Ordinance 2022-764-E

FORM APPROVED:		
By:		
Office of General Counsel		
GC-#1443883-v15-Level_3_Revised_7_21.DOCX		

LIST OF EXHIBITS

Exhibit A-1: Project Location Map

Exhibit A-2: Narrative Project Scope

Exhibit A-3: Schematic Planting Plan

Exhibit A-4: Plant Schedule

Exhibit B: Project Performance Schedule

Exhibit C: Total Project Budget Summary and Cost Breakdown

Exhibit D: Project Team

Exhibit E: Additional Terms

Exhibit F: Approved Draw Schedule

Exhibit G: Indemnification

Exhibit H: Insurance and Bond Requirements

Exhibit I: Bid Alternative 2 Trees

Project Location Map







Narrative Project Scope

History

Downtown Jacksonville has undergone significant changes over the years, particularly along its riverfront. The St. Johns River runs through the middle of the city, creating ample space and opportunity for riverfront experiences. While the North bank is currently the main hub of activity in the city, the South bank offers breathtaking views of the river and cityscape. In 1973, the South bank became home to a power plant, the southside generating station, which was owned and operated by JEA, providing power to most of the city. After 29 years, the power plant was deemed unnecessary and demolished. Since 2002, the 34-acre site has remained vacant, except for hosting events during the 2005 Super Bowl, a fun, memorable experience for residents and visitors of Jacksonville. In 2013, developers purchased the site from JEA with the vision of creating "Healthy Town." This development was imagined to be a destination providing everything necessary to live a healthy lifestyle. The site has since been re-imagined as RiversEdge, a vibrant riverfront destination inviting gatherings, community, and a lively lifestyle.

Design

Kimley-Horn has served as the Landscape Architects and Engineers on record. Mike Mullis and Anna Walling have been the lead designers and project managers of the streetscape, parks, and multi-use paths throughout the site.

Public Spaces at RiversEdge

The public spaces at RiversEdge are owned by the City of Jacksonville and will be open to the public as any other public spaces are within the City. Specifically, these areas include:

PUBLIC PARKS:

- Northwest Park (*Heart Park) 0.32 Acres
- Central Park (*RiversEdge Park) 2.2 Acres
- Northeast Park (*Get-Fit Park) 0.97 Acres
- Marsh Park (*Healing Gardens Park) 0.26 Acres

PUBLIC MULTI-USE PATHWAYS:

- ± 1,914 linear feet of new 16' wide Riverwalk
- ± 1,506 linear feet of new 12' wide elevated wooden boardwalk
- ± 638 linear feet of new 12' wide overland trail Multi-use Path

PUBLIC STREETSCAPES:

- Prudential Drive ± 2.025 linear feet of enhanced walks and landscape
- Broadcast Place ± 1,470 linear feet of enhanced walks and landscape
- RiversEdge Boulevard ± 940 linear feet of enhanced walks and landscape
- Health Walk Way ± 730 linear feet of enhanced walks and landscape
- Back Bay Drive ± 350 linear feet of enhanced walks and landscape
- Bike Path- ± 2,220 linear feet

Streetscape

The streetscape offers a timeless aesthetic that prioritizes pedestrian safety. The streetscape features two-lane bike paths, 8-12-foot sidewalks, and ample seating throughout to ensure comfort and convenience for the community. Additionally, large planting areas with shade coverage enhance the overall ambiance and provide a pleasant environment for everyone to enjoy, allowing people to engage with their surroundings.

RiversEdge Parks

The parks at RiversEdge are intentionally designed to offer a variety of experiences for its

NORTHWEST PARK:

Positioned at the top corner of the property along the riverwalk, Northwest Park offers people a leisurely place to gather. With a combination of durable synthetic turf, swings, benches, bike racks, and an interactive art piece, this space encourages fun, healthy play.

Central Park, located along the riverwalk in front of the future marina, serves as the vibrant center of the development. This meticulously designed park revolves around a stunning custom art piece called the Pearl, created by internationally recognized art and architectural studio, THEVERYMANY. Central Park offers an immersive experience that caters to the preferences of each individual visitor. With multiple walking paths and entry points, ample seating, a pavilion, an open-space event lawn, and an abundance of large shady trees, the park provides a welcoming and versatile space for gatherings, relaxation, and recreation.

NORTHEAST PARK:

Northeast Park, the third park located along the Riverwalk, is a destination that caters to the health and wellness needs of its visitors. This park has been thoughtfully designed to provide a range of fitness amenities. For children, there is a large playground that caters to all ages. For adults, there is a dedicated fitness area equipped with state-ofthe-art, outdoor exercise equipment, Additionally, there is a serene yoga lawn that offers breathtaking views of the St. Johns River, providing the perfect setting for relaxation and rejuvenation.

MARSH PARK:

Marsh Park offers a peaceful and educational environment, complete with walking paths that wind through a variety of native plants and a bountiful herbal garden. This thoughtfully designed space allows visitors to fully immerse themselves in nature, providing a peaceful retreat where they can rest and explore the diverse species that surround them. With an open lawn and shaded seating areas, Marsh Park becomes the ideal destination to enjoy some fresh air.

Multi-use Path System

With a strong focus on pedestrian accessibility, RiversEdge offers a robust system of trails and multi-use paths, ensuring easy access to all areas of the development. These consist of the riverwalk, marsh boardwalk, overland trail, a walking path around central park, and bike lanes in the streetscape. These thoughtfully designed trails and paths provide visitors with a variety of unique experiences that are all connected as one. The diverse range of experiences available in RiversEdge makes it an engaging and captivating destination that visitors will want to return to time and time again.

Suggested Park names - Final naming of parks has not been established.











STRUCTURAL SOIL

Bassuk, Nina, Jason Grabosky, Peter Trowbridge, and James Urban, "Structural Soil," Urban Horticulture Institute. Cornell University, 1996, Web. 18 Jan 2024, http://www. hort.cornell.edu/uhi/outreach/csc/article.html

CU-Structural Soil™ is a mixture of crushed stone, soil, and hydrogel that creates an integrated, root penetrable, high strength pavement system. It is intended for paved sites to provide adequate soil volumes for tree roots under pavements.

CU-Structural Soil™ should be used at a depth of at least 24" but preferably 36." There is no established minimum width and length. However, CU-Structural Soil™ was designed to go under the entire pavement area. This homogeneity would ensure uniform engineering characteristics below the pavement, particularly in regard to frost heaving and drainage. Ideally, the installation should focus on a whole sidewalk section from building face to curb, potentially for a whole block. If it is not possible to use the entire sidewalk area, using CU-Structural Soil™, it can be placed in a 5'- 8' wide trench parallel to the curb.

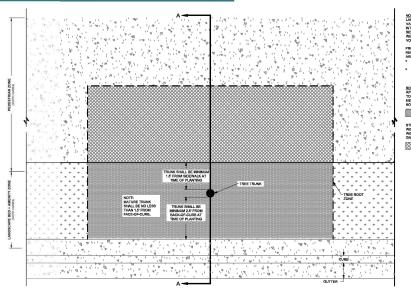
CU-Structural Soil™ has been patented and licensed to qualified producers to ensure quality control; its trademarked names are CU-Structural Soil™ or CU-Soil™. By specifying this material, the contractor is guaranteed to have the material mixed and tested to meet research-based specifications.



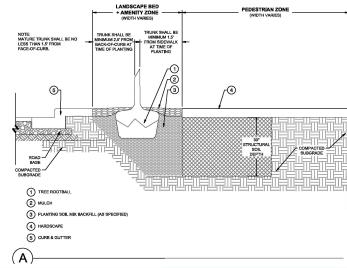


Installing CU-Structural Soil TM in Ithaca, NY in 1997

STRUCTURAL SOIL DETAIL - PLAN VIEW



STRUCTURAL SOIL DETAIL - SECTION VIEW









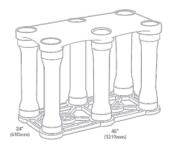


SILVA CELLS

DeepRoot. "Silva Cells." Web. 26 Jan 2024. <a href="https://www. deeproot.com/wp-content/uploads/stories/2020/12/SilvaCell bro2_19_PAGES_us2.pdf

James Urban. "Alternatives to Structural Soil for Urban Trees and Rain Water" Web. 26 Jan 2024. https://static1. squarespace.com/static/52ec31b2e4b04eb0bbd9c075/t/57c ee6aae58c6267c2301e94/1473177272167/Urban+-+Alterna tives+to+Structural+Soil+-+2001.pdf

The Silva Cell is a modular suspended pavement system that uses soil volumes to support large tree growth. The system is typically installed under pavement applications and can be configured in several different ways. Approximately one tree should be installed for every 250 square feet of Silva Cell modules. Trees thrive in Silva Cell systems because they have access to oxygen, water, and larger than average uncompacted soil volumes.



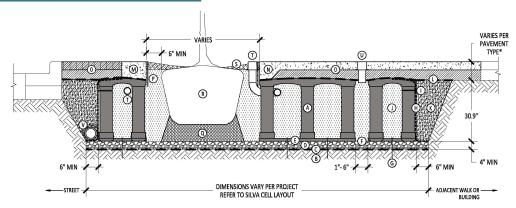


2X Silva Cell has a height of 30.9 inches and a soil capacity of approximately 28.21 cubic feet.



Silva Cell being installed on Fourth Avenue in Seattle in August 2009. Silva Cells support a tree by providing sufficient soil volume for the tree roots to expand within the modular system (below the pavement) and by reducing soil compaction.

SILVA CELL DETAIL - SECTION VIEW



SILVA CELL SYSTEM 2X

KEY PLAN

(A) SILVA CELL SYSTEM (DECK, BASE, AND POSTS)

(B) SUBGRADE, COMPACTED

(C) GEOTEXTILE FABRIC, PLACED ABOVE SUBGRADE

(D) 4" MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR

(E) SILVA CELL BASE SLOPE, 10% MAX

(F) 1" TO 6" SPACING BETWEEN SILVA CELLS AT BASE

(G) ANCHORING SPIKES, CONTACT DEEPROOT FOR ALTERNATIVE

(H) GEOGRID, WRAPPED AROUND PERIMETER OF SYSTEM, WITH 6" TOE (OUTWARD FROM BASE) AND 12" EXCESS (OVER TOP OF DECK)

() CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER LEG FLARE, AS NEEDED

() PLANTING SOIL, PER PROJECT SPECIFICATIONS,

PLACED IN LIFTS AND WALK-IN COMPACTED TO 75-85% PROCTOR (K) COMPACTED BACKFILL, PER PROJECT SPECIFICATIONS

(L) GEOTEXTILE FABRIC TO EDGE OF EXCAVATION

(M) RIBBON CURB AT TREE OPENING (TO BE USED WITH PAVERS OR ASPHALT)

(N) THICKENED EDGE AT TREE OPENING (TO BE USED WITH CONCRETE)

(O) PAVEMENT AND AGGREGATE BASE PER PROJECT *

*MINIMUM PAVEMENT PROFILE OPTIONS TO MEET H-20 LOADING

PAVEMENT + AGGREGATE BASE COURSE 4" CONCRETE + 4" AGGREGATE + 12" AGGREGATE

3" PAVER + 12" AGGREGATE 2 6" PAVER +5" CONCRETE

(P) DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE

(Q) PLANTING SOIL BELOW ROOT BALL, COMPACTED WELL TO PREVENT SETTLING

R ROOT BALL

S TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS

T) DEEPROOT WATER AND AIR VENT, ROOTBALL, WHEN REQUIRED

(U) DEEPROOT WATER AND AIR VENT, WHEN REQUIRED

(V) UNDERDRAIN SYSTEM, WHEN REQUIRED (LOCATION AND DETAILS BY OTHERS)

EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY

REGULATIONS
INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS









Schematic Planting Plan

TREE FUND APPROVED TREE PLAN

TREES IN CRA PARKS



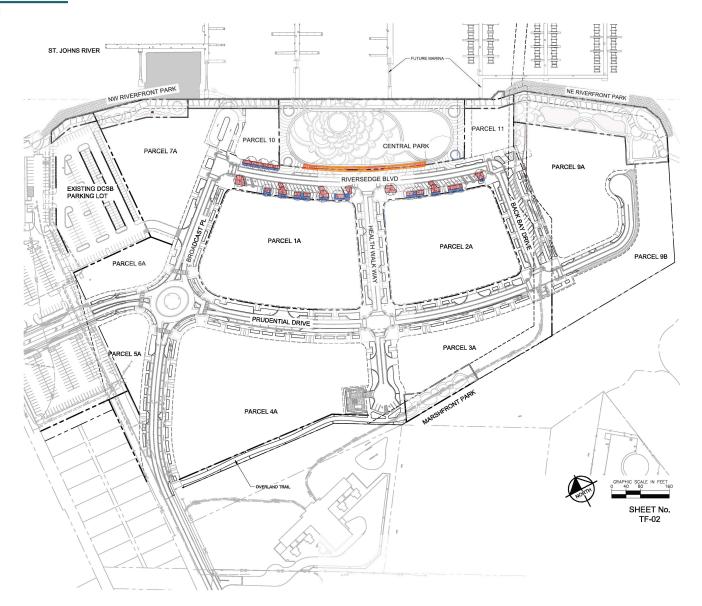


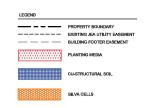




TREE FUND APPROVED PILOT PROGRAM

SILVA CELLS AND CU-SOIL ON RIVERSEDGE BOULEVARD











Plant Schedule

PLANT SCHEDULE FOR TREES FUNDED BY TREE FUND AGREEMENT

TREES IN CRA PARKS AND PILOT PROGRAM

TREE FUND APPROVED PLANT SCHEDULE

SYMBOL	CODE	<u>QTY</u>	COMMON NAME	
CANOPY TREES				
	PO	24	AMERICAN SYCAMORE- 4" CAL.	
	BU	25	BOSQUE ELM - 4" CAL	
	LQ	57	LIVE OAK - 4" CAL.	
	LQ8	4	LIVE OAK - 8" CAL.	
	UA	10	WINGED ELM- 4" CAL.	
PALMS				
	SP5	4	SABAL PALM - 15' CT CURVED TRUNK	
	SP2	19	SABAL PALM - 18' CT	
	SP4	8	SABAL PALM - 18' CT CURVED TRUNK	
W.	SP3	10	SABAL PALM - 21' CT	
W.	SP6	5	SABAL PALM - 21' CT CURVED TRUNK	
The same	SP1	13	SABAL PALM- 15' CT	

UNDERSTORY TREES

CINDLING	OIVI	TILLO	
Manage of the state of the stat	IC	6	DAHOON HOLLY- 2" CAL.
	LI	9	MUSKOGEE CRAPE MYRTLE- 3" CAL.
	LN	53	NATCHEZ CRAPE MYRTLE- 3" CAL.
· · · · · · · · · · · · · · · · · · ·	MV	6	SWEET BAY MAGNOLIA- 3" CAL.

EXHIBIT B

Project Performance Schedule

Task	Schedule
Construction Drawings and Specifications	These are completed and were approved by COJ Development Services prior to agreement.
Bid Documents sent to 3 bidders	This effort is completed. UCC is the Prime and Liberty Landscape is the Landscape Contractor Sub. This was done prior to agreement.
Bid Opening, Bid Award	This effort is completed. UCC is the Prime and Liberty Landscape is the Landscape Contractor Sub. This was done prior to agreement.
Selection of Contractor, Execution of Contract	This effort is completed. UCC is the Prime and Liberty Landscape is the Landscape Contractor Sub. This was done prior to agreement.
Construction Completion, Initial Acceptance	All Project Scope will be completed no later than July 1, 2025.
Maintenance Completion, Final Acceptance	24 months of maintenance after Initial Acceptance if not extended to cover warranty of replacement trees. The CDD will cover maintenance perpetually after the 24 month maintenance period final acceptance.

EXHIBIT C

Project Budget Summary and Cost Breakdown

Item	Amount	Unit	U	nit Cost	Total
Root Volume Area					16.00.000
6" Organic Matter tilled into 24" Natural Soil	603	CY		\$100.00	\$60,300.0
	Ro	ot Vol	ume .	Area Total:	\$60,300.0
Additional Tree Costs					
Mulch	301.50	CY		\$121.00	\$36,481.5
Irrigation	32,603	SF		\$4.25	\$138,562.7
2-year Maintenance Agreement	24.00	MO		\$8,250.00	\$198,000.0
		Additi	onal '	Tree Costs:	\$373,044.2
Canopy Trees		Nesken I			5. 4 000 mas
Quercus Shumardii - 4" Cal.	(-1)	EA		\$1,797.55	\$0.0
Quercus virginiana - 4" Cal.	28	EA		\$1,996.94	\$55,914.3
Platanus Occidentalis - 4" Cal.	24	EA		\$1,993.53	\$47,844.7
Ulmus Alata - 4" Cal.	10	EA		\$2,181.23	\$21,812.3
Ulmus parvifolia 'Bosque' - 4" Cal.	17	EA		\$2,181.23	\$37,080.9
Quercus virginiana - 8" Cal.	4	EA		\$5,867.23	\$23,468.9
Canopy Tree Total:	83				\$186,121.1
Jnderstory Trees			Α.		4
Ilex cassine - 2" Cal.	6	EA	\$	1,142.63	\$6,855.7
Ilex x attenuata 'Eagleston' - 2" Cal.	-	EA	\$	887.31	\$0.0
Lagerstroemia indica x fauriei 'Natchez' - 3" Cal. Triple Trunk	50	EA	\$	987.19	\$49,359.5
Lagerstroemia indica 'Muskogee' - 3" Cal. Triple Trunk	7	EA	\$	987.19	\$6,910.3
Magnolia virginiana - 2" Cal.	6	EA		\$1,116.78	\$6,700.68
Understory Tree Total:	69				\$69,826.2
Palm Trees	59	EA		ć1 171 20	¢60 106 7
Sabal palmetto - 12-21' CT Palm Tree Total:	59	EA		\$1,171.30	\$69,106.70 \$69,106.7 0
Faiiii free fotal.	33				\$65,106.7
SU	IBTOTAL - B	ASE B	ID C	ONDITION	\$758,398.41
General Conditions and Contingency					
Dayment and Derfermence Bands (1 59/)	1	LS		\$11,375.98	\$11,375.98
Payment and Performance Bonds (1.5%)				\$7,583.98	\$7,583.9
Survey (1%)	1	LS			
A STATE OF THE STA	1 1	LS		\$25,000.00	\$25,000.0
Survey (1%)			9	\$25,000.00 \$5,000.00	
Survey (1%) As Builts/Record Drawings	1	LS			\$120,000.0
Survey (1%) As Builts/Record Drawings Project Management 10% Contingency	1 24	LS MO		\$5,000.00 \$75,839.84	\$25,000.00 \$120,000.00 \$75,839.80 \$239,799.80
Survey (1%) As Builts/Record Drawings Project Management 10% Contingency	1 24 1 Il Conditions	LS MO and C	ontig	\$5,000.00 \$75,839.84 ency Total:	\$120,000.0 \$75,839.8
Survey (1%) As Builts/Record Drawings Project Management 10% Contingency Genera	1 24 1 Il Conditions	LS MO and C	ontig	\$5,000.00 \$75,839.84 ency Total:	\$120,000.0 \$75,839.8 \$239,799.8
Survey (1%) As Builts/Record Drawings Project Management 10% Contingency Genera TOTAL BASE BID CO	1 24 1 ol Conditions	LS MO and Co	ontig	\$5,000.00 \$75,839.84 ency Total: REQUEST	\$120,000.0 \$75,839.8 \$239,799.8 \$998,198.2
Survey (1%) As Builts/Record Drawings Project Management 10% Contingency Genera	1 24 1 Il Conditions	LS MO	ontig	\$5,000.00 \$75,839.84 ency Total:	\$120,000.0 \$75,839.8 \$239,799.8

TOTAL TREE FUND REQUEST

\$1,211,246.21

EXHIBIT D

Project Team

- 1.
- Applicant: District Community Development District
 Applicant's Project Manager: William ("Bill") J. Schilling Jr (Kimley-Horn)
 Landscape Architect: Michael Mullis (Kimley-Horn) 2.
- 3.

EXHIBIT E

Additional Terms

Applicant agrees to adhere to the following additional terms of this Agreement:

- 1. Applicant shall agree that prior to planting, all plats are completed and approved by the City and have Agency Acknowledgement of Applicant's Intent to Plant Trees Signed.
- 2. Applicant shall agree that as a condition of the City of Jacksonville Tree Fund Mitigation funding this Project as detailed in Composite Exhibit A and Exhibit C, the Applicant shall plant those trees shown in Applicant's Bid Alternative 2 submitted to Tree Commission and excluded from the Project Scope as further identified in Exhibit I attached to this Agreement and incorporated herein by reference ("Bid Alternative 2 Trees"), which Bid Alternative 2 Trees shall be provided by Applicant pursuant to that certain Amended and Restated Redevelopment Agreement dated as of November 27, 2023, but effective as of July 12, 2018 ("RDA"). For avoidance of doubt, the parties acknowledge the Bid Alternative 2 Trees are not part of the Project Scope, will not be funded pursuant to this Agreement, and are not included or contemplated as part of the Approved Draw Schedule detailed in Exhibit F. In the event the Applicant fails to provide the Bid Alternative 2 Trees pursuant to the terms of the RDA, then Applicant shall immediately refund and return to the City any and all Project Funds previously received by the Applicant without demand or further notice.
- 3. Applicant shall agree to perpetually maintain the trees planted as part of this project.
- 4. Applicant shall agree to avoid the "Hat-racking" or topping of Crepe Myrtles that are planted as part of this project.
- 5. Applicant shall agree to providing a bond until all trees that are a part of this agreement are planted.
- 6. Applicant shall adhere to the "Specifications for Jacksonville Tree Commission Level 3 Community Organization Tree Planting Program" ("Specifications"), as provided by the City, a copy of which is available on jaxcityc.legistar.com, legislation, 2020-213-E Exhibit 2, pp. 27-45.
- 7. Applicant's tree planting project ("Project") will be reviewed by a City Landscape Architect and designed by a Florida Landscape Architect, who has at least five (5) years of experience in the design, administration, and inspection of tree planting projects.
- 8. Applicant will provide the City with maintenance and a warranty for either three (3) months one (1) year, or two (2) years for all Project trees after planting. The City shall determine the required length of the warranty period on a per project basis.
- 9. Applicant agrees that the Project shall be secured by a performance and payment bond as required by Sec. 255.05, Florida Statutes, in an amount not less than the total amount of

- the Project. The bond shall not be released until Final Acceptance. Subject to any applicable statutory requirements, the City shall determine the required length of the performance and payment bond on a per project basis.
- 10. Applicant will be paid from the awarded funds on monthly basis according to invoices presented and the percentage complete of each task, such as design, construction, contract administration, and maintenance.
- 11. Applicant shall solicit bids from at least 3 Landscape Contractors and provide the City with a copy of each bid response. A No-Bid response from a Landscape Contractor will be considered a "response" for purposes of satisfying the three (3) bid solicitation requirement in this section. The Parties agree that this provision has been completed.
- 12. Applicant agrees that the Project trees shall be included on the Tree Commission's Approved Tree Planting List unless otherwise approved by the Tree Commission.
- 13. Applicant agrees that only trees conforming to the "Florida Fancy" grade as set forth in the latest edition of the Florida Grades and Standards for Nursery Plants shall be planted unless otherwise approved by the Tree Commission. For a copy of the Grades and Standards, go to https://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Business-Services/Florida-Grades-and-Standards-for-Nursery-Plants-2015. If the Landscape Contractor can prove that Florida Fancy material cannot be provided for a certain plant, then Florida No.1 grade material may be used if approved by the City's Contract Manager.
- 14. As part of the final task, Applicant shall upload the as-built design into the Plan-It GEO application/software which may be accessed by: https://pg-cloud.com/JacksonvilleFL/.
- 15. Regarding page 7, Section 2.4, Tree Planting Standards, Specifications and Other Requirements: The bidding process was completed prior to the action of the Tree Commission and the "Specifications for Jacksonville Tree Commission Level 3 Community Organization Tree Planting Program" ("Specifications") is available on jaxcityc.legistar.com, legislation, 2020-213-E Exhibit 2, pp. 27-45.
- 16. Regarding page 7, Section 3.2, Applicant is a CDD, a governmental entity, and is required to comply with §§255.20 & 287.055, Florida Statutes. The parties agree that pursuant to this Agreement and commencing on the Effective Date, the Applicant is to comply with Chapter 126, Ordinance Code, as applicable.
- 17. Regarding page 10, Section 6.1, the parties agree that the Applicant, a CDD, which is a governmental entity and not required to have a local business license, Applicant is not required to provide a local business tax receipt to do business in the City of Jacksonville.
- 18. Regarding page 11 12, Section 6.6, the parties agree Applicant's providing the Bid Alternative 2 Trees, in full or part, shall not be a condition precedent to the Applicant's submission of a Draw Request and/or the City's making such Draw.
- 19. Regarding page 18, Section 12.11, the parties agree that the term "Security Documents" as used exclusively in Section 12.11, means any required bonds.

- 20. Regarding page 19, Section 12.17, the parties agree that Applicant represents and warrants to the City that Applicant has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code, to the extent each apply to this Agreement.
- 21. Regarding Exhibit G, in that Applicant is a CDD, a governmental entity with sovereign immunity, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other 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 by sovereign immunity or by other operation of law.

EXHIBIT F

Approved Draw Schedule

- 1. Draws for administration, project management, and design services can be submitted monthly based upon the percent of services satisfactorily completed.
- 2. The Landscape Contractor's contract amount is divided between construction and maintenance in accordance with the Specifications and are paid separately. Draws for the construction portion of the contract can be submitted monthly based upon the percent of construction satisfactorily completed, less 20%. The draw request for an additional 10% can be submitted upon the Initial Acceptance of the Construction.
- 3. The schedule for maintenance draws may differ depending on the warranty period. The following is the default unless specified in the Agreement, and all are subject to approval by the City Contract Manager:
 - a. 3-month warranty end of the 3-month period;
 - b. 1-year warranty 6th month, and end of the 1-year period;
 - c. 2-year warranty every 6 months.
- 4. Final Draw for 10% to cover maintenance can be made after the satisfactory completion of maintenance and the issuance of Final Acceptance.

EXHIBIT G

Indemnification

Applicant and its contractors and subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

- 1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the **Agreement**, operations, services or work performed hereunder; and
- 2. Environmental Liability, to the extent this **Agreement** contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the **Agreement**; and
- 3. Intellectual Property Liability, to the extent this **Agreement** contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this **Agreement** (the "**Service(s)**"), any product generated by the Services, or any part of the Services as contemplated in this **Agreement**, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Agreement**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT H

Insurance and Bond Requirement

Without limiting its liability under this Agreement, Applicant and its subcontractors (Landscape Architect, Landscape Contractor, etc.) shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement and shall be endorsed to name the City of Jacksonville and their respective members, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Coverage for the Applicant:

Commercial General Liability	\$1,000,000	General Aggregate
	\$1,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Damage to Rented Premises
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits

Coverage for the subcontractors:

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the <u>subcontractors</u> (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory

endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Damage to Rented Premises
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability

\$500,000 Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

If subcontractors do not use EPA approved products the following coverages are required

Pollution Liability	\$1,000,000 per Loss
	\$2,000,000 Aggregate

Any entity hired to perform services as part of this **Agreement** for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this **Agreement** and such claims-made coverage must respond to all claims reported within three

(3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Pollution Legal Liability

\$1,000,000 per Loss \$2,000,000 Aggregate

Any entity hired to perform services as a part of this **Agreement** that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this **Agreement**. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this **Agreement** and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Design Professional Liability

\$1,000,000 per claim & aggregate

The Professional Liability insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such Claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

- A. Certificates of Insurance. <u>Applicant and its subcontractors shall</u> deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract, Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and s t a t e m e n t as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.
- B. Additional Insured: All insurance except Worker's Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents.

- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.
- E. <u>Applicant</u> Insurance Primary. The insurance provided by <u>Applicant and its subcontractors</u> shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this **Agreement** shall remain the sole and exclusive responsibility of the named insured **Applicant and its subcontractors**. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- G. **Agreement** Insurance Additional Remedy. Compliance with the insurance requirements of this **Agreement** shall not limit the liability of the **Applicant or its subcontractors**, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this **Agreement** or otherwise.
- H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by <u>Applicant and its subcontractors</u> shall relieve <u>Applicant and its subcontractor's</u> full responsibility to provide insurance as required under this Contract.
- I. Notice. The <u>Applicant and its subcontractors</u> shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the <u>Applicant and its subcontractors</u>, shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the <u>Applicant and its</u> <u>subcontractors</u> <u>under</u> this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Agreement, <u>Applicant and its subcontractors</u> shall present this **Agreement** and insurance requirements to its Insurance Agent Affirming:

1) that the agent has personally reviewed the insurance requirements of the **Agreement** Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

Bond Requirements.

Landscape Contractor must provide Applicant with a 100% performance bond and 100% labor and materials bond, pursuant to Sec. 255.05, F.S., in the amount not less than the amount of the total project award.

EXHIBIT I:

BID ALTERNATIVE 2 TREES

EXHIBIT I

BID ALTERNATIVE 2 TREES

TREES IN RIGHTS-OF-WAYLEGEND



EXHIBIT I: BID ALTERNATIVE 2 TREES









THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B

REQUEST NO. 28 FOR APPROVAL OF ADVANCE

DISTRICT COMMUNITY DEVELOPMENT DISTRICT BOND ANTICIPATION NOTE, SERIES 2022 (TAXABLE) (PUBLIC MARINA PROJECT)

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following request for approval of advances from the Marina Note Acquisition and Construction Account under and pursuant to the terms of Resolution No. 2023-07 (the "Resolution") adopted by the Board of Supervisors of the District on November 28, 2022:

- (A) Request for Advance Number: 28
- (B) Identify Acquisition Agreement, if applicable:
- (C) Name of Payee: PHCC, LLC
- (D) Amount Payable: \$192,551.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Cost of issuance expenses

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Marina Note Acquisition and Construction Account.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each advance set forth above is a proper charge against the Marina Note Acquisition and Construction Account; and
- each advance set forth above was incurred in connection with the Project Cost of the Public Marina Project and has not previously been the basis of any prior advance.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property, improvements, rights, or work product acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, casement(s), etc.) with respect to which disbursement is hereby requested.

DISTRICT COMMUNITY
DEVELOPMENT DISTRICT VE ACLUC AL
COOPS

Ey: District Ve ACLUC AL
COOPS

Responsible Officer FACHA MINEL - FUP

Tate: OUT OBER 10, 2014

CONSULTING ENGINEER'S APPROVAL OF PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this advance is for a Project Cost of the Public Marina Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Public Marina Project with respect to which such advance is being made; (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof and (iv) the report of the Feasibility Consultant, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Public Marina Project that is the subject of such advance is complete, and (b) the purchase price to be paid by the District for the portion of the Public Marina Project to be acquired with this advance is no more than the fair market value of such improvements.

Consulting Engineer Without T. Schulling

Date: October 8, 2014

RiversEdge Marina Invoice Tracker

Elements/PHCC Paid to	Purpose	Invoice/Funding Request #	Invoice Date	Amount
Perret and Associates, Inc.	Survey - Riparian Rights	2015-535-106	6/27/2024	\$400.00
Perret and Associates, Inc.	Survey - Riparian Rights	2015-535-107	6/27/2024	\$100.00
District CDD	Kimley-Horn Marina Design Services	1001	6/27/2024	\$163,952.45
District CDD	JEA Utilities	1002	7/26/2024	\$6,536.94
Perret and Associates, Inc.	Survey - Revise SLL	2015-535-108	7/30/2024	\$500.00
Perret and Associates, Inc.	Survey - Riparian Rights	2015-535-109	7/30/2024	\$250.00
District CDD	Kutak Rock Legal	1003	8/1/2024	\$2,376.50
District CDD	J.B. Coxwell Utility Work	1004	8/8/2024	\$16,835.61
Perret and Associates, Inc.	Survey - Revise SLL	2015-535-110	8/21/2024	\$1,600.00
TOTAL				\$192,551.50



PERRET AND ASSOCIATES, INC. LAND SURVEYORS



1

INVOICE NO. 2015-535-109 PAGE

DATE: 07/30/24

4711 DELIVER TO:

Elements Development of Jax 1717 Main Street, Ste 3900

Dallas TX 75201

ORDERED BY: David Cook

DESCRIPTION: 07/24/24 **W.0. NO.** 2015-535-109

SUBDIVISION: Riversedge UNIT -

ADDRESS : Jacksonville FL 32207 Duval

IN NAME OF : Same

OTHER (REVISION TO RIPARIAN RIGHTS EASEMENT) 250.00

TOTAL DUE \$250.00

Same



PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT

PAYMENT TERMS ARE NET 30 DAYS

THANK YOU



PERRET AND ASSOCIATES, INC. LAND SURVEYORS



INVOICE NO.

2015-535-107

PAGE 1

DATE:

06/27/24

DELIVER TO:

4711

Elements Development of Jax 1717 Main Street, Ste 3900

Dallas TX 75201

Same

ORDERED BY: David Cook

DESCRIPTION: 06/21/24

W.O. NO. 2015-535-107

SUBDIVISION: Riversedge UNIT -

ADDRESS : Jacksonville FL 32207 Duval

IN NAME OF : Same

OTHER (REVISION TO RIPARIAN RIGHTS EASEMENT)

100.00

TOTAL DUE \$100.00



PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT

PAYMENT TERMS ARE NET 30 DAYS

THANK YOU

PO Box 810036 Boca Raton, FL 33481

June 27, 2024

Madeleine Rehfeld Preston Hollow Community Capital 2121 N. Pearl, #600 Dallas, TX 75201

Dear Madeleine,

The current funding requirement for The District Community Development District is as follows:

FUNDING REQUEST # 1001 - MARINA PROJECT

Kimley-Horn and Associates, Inc.	
Inv. 26797049 - 09/23 Marina Design Services	15,430.00
Inv. 27367489 - 10/23 Marina Design Services	101,918.00
Inv. 27858326 - 11/23 Marina Design Services	36,337.74
Inv. 27970041 - 12/23 Marina Design Services	21,207.50
	174,893.24
Total Expenses	174,893.24
Beginning Marina Fund Account Balance	(10,940.79)
Total Amount Due	\$ 163,952.45

Please remit funding at your earliest convenience to the following:

The District Community Development District PO Box 810036 Boca Raton, FL 33481

If you have any questions, please contact Nicole Parisi or Stephanie Schackmann at 561-571-0010 or payapp@whhassociates.com.

Regards,

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT



Nicole Parisi/Stephanie Schackmann District Accountant

REQUEST NO. 17 FOR APPROVAL OF ADVANCE

DISTRICT COMMUNITY DEVELOPMENT DISTRICT BOND ANTICIPATION NOTE, SERIES 2022 (TAXABLE) (PUBLIC MARINA PROJECT)

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following request for approval of advances from the Marina Note Acquisition and Construction Account under and pursuant to the terms of Resolution No. 2023-07 (the "Resolution") adopted by the Board of Supervisors of the District on November 28, 2022:

- (A) Request for Advance Number: 17
- (B) Identify Acquisition Agreement, if applicable:
- (C) Name of Payee: Kimley-Horn and Associates, Inc.
- (D) Amount Payable: \$15,430.00 \(\sqrt{} \)
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Cost of issuance expenses

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Marina Note Acquisition and Construction Account.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- each advance set forth above is a proper charge against the Marina Note Acquisition and Construction Account; and
- each advance set forth above was incurred in connection with the Project Cost of the Public Marina Project and has not previously been the basis of any prior advance.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property, improvements, rights, or work product acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

DISTRICT COMMUNITY
DEVELOPMENT DISTRICT

COL

Responsible Opticer SACHA MINIER

4 UKFARBOL

CONSULTING ENGINEER'S APPROVAL OF PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this advance is for a Project Cost of the Public Marina Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Public Marina Project with respect to which such advance is being made; (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof and (iv) the report of the Feasibility Consultant, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Public Marina Project that is the subject of such advance is complete, and (b) the purchase price to be paid by the District for the portion of the Public Marina Project to be acquired with this advance is no more than the fair market value of such improvements.

Consulting Engineer

Jutes 1

mary 8, 2024

Kimley - Horn and Associates, Inc.

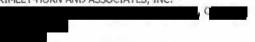


Please remit payment electronically to:

Account Name: Bank Name and Address:

Account Number: ABA#:

KIMLEY-HORN AND ASSOCIATES, INC.



If paying by check, please remit to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520

ATLANTA, GA 31193-2520

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

ATTN: CRAIG WRATHELL 2300 GLADES ROAD SUITE 410W

BOCA RATON, FL 33431

Federal Tax Id: 56-0885615

For Services Rendered through Sep 30, 2023

Invoice No:

26797049 Sep 30, 2023

Invoice Date: Invoice Amount: \$15,430.00

Project No:

045547006.2

Project Name:

THE DISTRICT MARINA DESGN

Project Manager: SCHILLING, BILL

Client Reference: TASK ORDER # CDD 6

HOURLY

Description	Est. Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1 - MARINA PROJECT MANAGEMENT	30,000.00	9,125.00	7,705.00	1,420.00
TASK 2 - MARINA COORDINATION MEETINGS	30,000.00	17,235.00	12,920.00	4,315.00
TASK 3 - MARINA SURVEYING SERVICES	20,000.00	0.00	0.00	0.00
TASK 4 - MARINA GEOTECHNICAL SERVICES	20,000.00	0.00	0.00	0.00
TASK 5 – MARINA BIOLOGICAL SERVICES	30,000.00	9,547.69	9,547.69	0.00
TASK 6 - MARINA ENGINEERING DESIGN	275,000.00	179,299.75	179,299.75	0.00
TASK 7 - MARINA PERMITTING	50,000.00	0.00	0.00	0.00
TASK 8 - MARINA BID PHASE SERVICES	25,000.00	0.00	0.00	0.00
TASK 10 - MARINA ENGINEERING DESIGN AND PERMITTING COORDINATION	60,000.00	32,232.50	22,537.50	9,695.00
DIRECT EXPENSES REIMBURSEMENT BUDGET	15,000.00	0.00	0.00	0.00
Subtotal	555,000.00	247,439.94	232,009.94	15,430.00
Total HOURLY				15,430.00

Total Invoice: \$15,430.00



THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT ATTN: CRAIG WRATHELL 2300 GLADES ROAD SUITE 410W BOCA RATON, FL 33431

Invoice No:

26797049

Invoice Date:

Sep 30, 2023

Project No:

045547006.2

Project Name:

THE DISTRICT MARINA

DESGN

Project Manager: SCHILLING, BILL

HOURLY

Task	Category	Description/Name	Hrs/Qty	Rate	Current Amount Due
MARINA PROJECT MANAGMNT	PRINCIPAL	SCHILLING, BILL	2.5	360.00	900.00
	SUPPORT STAFF	HENKES, DENISE	4.0	130.00	520.00
TOTAL MARINA PROJECT MA	NAGMNT		6.5		1,420.00
MARINA COORDINATN MTGS	PRINCIPAL	SCHILLING, BILL	6.0	360.00	2,160.00
	PROFESSIONAL	REUTHER, CHRIS	1.5	245.00	367.50
	SENIOR PROFESSIONAL	COCKRIEL, JOSH	1.5	285.00	427.50
		MULLIS, MIKE	4.0	340.00	1,360.00
TOTAL MARINA COORDINATI	MTGS		13.0		4,315.00
MARINA ENG DES & PRMTG	PRINCIPAL	SCHILLING, BILL	2.5	360.00	900.00
	PROFESSIONAL	MIRACLE, HANNAH	10.5	170.00	1,785.00
		WALLING, ANNA	12.0	245.00	2,940.00
	SENIOR PROFESSIONAL	MULLIS, MIKE	11.5	340,00	3,910.00
		SCHMID, SETH	0.5	320.00	160.00
TOTAL MARINA ENG DES & P	RMTG		37.0		9,695.00
TOTAL LABOR AND EXPENSE	DETAIL				15,430.00

This page is for informational purposes only. Please pay amount shown on cover page.

REQUEST NO. 19 FOR APPROVAL OF ADVANCE

DISTRICT COMMUNITY DEVELOPMENT DISTRICT BOND ANTICIPATION NOTE, SERIES 2022 (TAXABLE) (PUBLIC MARINA PROJECT)

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following request for approval of advances from the Marina Note Acquisition and Construction Account under and pursuant to the terms of Resolution No. 2023-07 (the "Resolution") adopted by the Board of Supervisors of the District on November 28, 2022:

- (A) Request for Advance Number: 19
- (B) Identify Acquisition Agreement, if applicable:
- (C) Name of Payee: **Kimley-Horn and Associates, Inc.**
- (D) Amount Payable: \$21,207.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Cost of issuance expenses

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Marina Note Acquisition and Construction Account.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each advance set forth above is a proper charge against the Marina Note Acquisition and Construction Account; and
- 3. each advance set forth above was incurred in connection with the Project Cost of the Public Marina Project and has not previously been the basis of any prior advance.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property, improvements, rights, or work product acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

By: Mallouff (rec. EVP)

Responsible Officer SACHA MINER - EVP

Date: 1910 31, 20

CONSULTING ENGINEER'S APPROVAL OF PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this advance is for a Project Cost of the Public Marina Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Public Marina Project with respect to which such advance is being made; (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof and (iv) the report of the Feasibility Consultant, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Public Marina Project that is the subject of such advance is complete, and (b) the purchase price to be paid by the District for the portion of the Public Marina Project to be acquired with this advance is no more than the fair market value of such improvements.

by: Degle

Consulting Engineer

Date: May 30, 2024



Please remit payment electronically to:

Account Name:
Bank Name and Address:
Account Number:
ABA#:

Please send remittance information to:

KIMLEY-HORN AND ASSOCIATES, INC.
WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.

P.O. BOX 932520

ATLANTA, GA 31193-2520

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

ATTN: CRAIG WRATHELL 2300 GLADES ROAD SUITE 410W BOCA RATON, FL 33431

Federal Tax Id: 56-0885615

For Services Rendered through Dec 31, 2023

Invoice Amount: \$21,207.50 Invoice No: 27970041 Invoice Date: Dec 31, 2023

Project No: 045547006.2

Project Name: THE DISTRICT MARINA DESGN

Project Manager: SCHILLING, BILL

Client Reference: TASK ORDER # CDD 6

HOURLY

Description	Est. Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1 - MARINA PROJECT MANAGEMENT	30,000.00	14,865.00	11,245.00	3,620.00
TASK 2 - MARINA COORDINATION MEETINGS	30,000.00	27,055.00	23,955.00	3,100.00
TASK 3 - MARINA SURVEYING SERVICES	20,000.00	0.00	0.00	0.00
TASK 4 - MARINA GEOTECHNICAL SERVICES	20,000.00	5,000.00	5,000.00	0.00
TASK 5 – MARINA BIOLOGICAL SERVICES	30,000.00	12,122.69	10,885.19	1,237.50
TASK 6 – MARINA ENGINEERING DESIGN	275,000.00	268,905.25	268,905.25	0.00
TASK 7 – MARINA PERMITTING	50,000.00	21,685.24	21,685.24	0.00
TASK 8 – MARINA BID PHASE SERVICES	25,000.00	0.00	0.00	0.00
TASK 10 - MARINA ENGINEERING DESIGN AND PERMITTING COORDINATION	60,000.00	57,270.00	44,020.00	13,250.00
DIRECT EXPENSES REIMBURSEMENT BUDGET	15,000.00	0.00	0.00	0.00
Subtotal	555,000.00	406,903.18	385,695.68	21,207.50
Total HOURLY 21,207.50				

Total Invoice: \$21,207.50



ATTN: CRAIG WRATHELL 2300 GLADES ROAD SUITE 410W

BOCA RATON, FL 33431

Invoice No: 27970041 Invoice Date: Dec 31, 2023

Project No: 045547006.2

Project Name: THE DISTRICT MARINA

DESGN

Project Manager: SCHILLING, BILL

HOURLY

Task	Category	Description/Name	Hrs/Qty	Rate	Current Amount Due
MARINA PROJECT MANAGMNT	PRINCIPAL	SCHILLING, BILL	9.5	360.00	3,420.00
	SUPPORT STAFF	GIBBONS, ROSE	0.5	140.00	70.00
		HENKES, DENISE	1.0	130.00	130.00
TOTAL MARINA PROJECT MAI	NAGMNT		11.0		3,620.00
MARINA COORDINATN MTGS	PRINCIPAL	SCHILLING, BILL	4.0	360.00	1,440.00
	SENIOR PROFESSIONAL	MULLIS, MIKE	3.0	340.00	1,020.00
		SHEASLEY, JASON	2.0	320.00	640.00
TOTAL MARINA COORDINATN	MTGS		9.0		3,100.00
MARINA ENG DES & PRMTG	PRINCIPAL	SCHILLING, BILL	10.0	360.00	3,600.00
	PROFESSIONAL	GLEASON, KYLIE	15.0	170.00	2,550.00
		REUTHER, CHRIS	6.0	245.00	1,470.00
	SENIOR PROFESSIONAL	COCKRIEL, JOSH	12.0	285.00	3,420.00
		MULLIS, MIKE	6.5	340.00	2,210.00
TOTAL MARINA ENG DES & PRMTG		49.5		13,250.00	
BIOLOGICAL SERIVCES	EXPENSES	SUBCONSULTANTS			1,237.50
TOTAL BIOLOGICAL SERIVCES 1,237.50					1,237.50
TOTAL LABOR AND EXPENSE DETAIL 21,207.5				21,207.50	

This page is for informational purposes only. Please pay amount shown on cover page.

REQUEST NO. 20 FOR APPROVAL OF ADVANCE

DISTRICT COMMUNITY DEVELOPMENT DISTRICT BOND ANTICIPATION NOTE, SERIES 2022 (TAXABLE) (PUBLIC MARINA PROJECT)

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following request for approval of advances from the Marina Note Acquisition and Construction Account under and pursuant to the terms of Resolution No. 2023-07 (the "Resolution") adopted by the Board of Supervisors of the District on November 28, 2022:

- (A) Request for Advance Number: <u>20</u>
- (B) Identify Acquisition Agreement, if applicable:
- (C) Name of Payee: **Kimley-Horn and Associates, Inc.**
- (D) Amount Payable: \$138,255.74
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Cost of issuance expenses

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Marina Note Acquisition and Construction Account.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each advance set forth above is a proper charge against the Marina Note Acquisition and Construction Account; and
- 3. each advance set forth above was incurred in connection with the Project Cost of the Public Marina Project and has not previously been the basis of any prior advance.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property, improvements, rights, or work product acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

DISTRICT COMMUNITY DEVELODMENT DISTRICT

	DEVELOPMENT DISTRICT
	By:Responsible Officer
	Date:
CONSULTING ENGINEER'S	APPROVAL OF PROJECT COSTS
Cost of the Public Marina Project and is construction contract; (ii) the plans and specific with respect to which such advance is being it such report shall have been amended or mode Feasibility Consultant, as such report shall have The Consulting Engineer further certifies and Public Marina Project that is the subject of su	
	Consulting Engineer

Date:



Please remit payment electronically to:

Account Name: Bank Name and Address: Account Number: ABA#:

Please send remittance information to:

KIMLEY-HORN AND ASSOCIATES, INC.
WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.

P.O. BOX 932520

ATLANTA, GA 31193-2520

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

ATTN: CRAIG WRATHELL 2300 GLADES ROAD SUITE 410W

BOCA RATON, FL 33431

Federal Tax Id: 56-0885615

For Services Rendered through Nov 30, 2023

Invoice No: 27858326 Invoice Date: Nov 30, 2023 Invoice Amount: \$36,337.74

Project No: 045547006.2

Project Name: THE DISTRICT MARINA DESGN

Project Manager: SCHILLING, BILL

Client Reference: TASK ORDER # CDD 6

HOURLY

Description	Est. Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1 - MARINA PROJECT MANAGEMENT	30,000.00	11,245.00	9,795.00	1,450.00
TASK 2 - MARINA COORDINATION MEETINGS	30,000.00	23,955.00	22,215.00	1,740.00
TASK 3 - MARINA SURVEYING SERVICES	20,000.00	0.00	0.00	0.00
TASK 4 - MARINA GEOTECHNICAL SERVICES	20,000.00	5,000.00	0.00	5,000.00
TASK 5 – MARINA BIOLOGICAL SERVICES	30,000.00	10,885.19	10,885.19	0.00
TASK 6 - MARINA ENGINEERING DESIGN	275,000.00	268,905.25	268,905.25	0.00
TASK 7 - MARINA PERMITTING	50,000.00	21,685.24	0.00	21,685.24
TASK 8 - MARINA BID PHASE SERVICES	25,000.00	0.00	0.00	0.00
TASK 10 - MARINA ENGINEERING DESIGN AND PERMITTING COORDINATION	60,000.00	44,020.00	37,557.50	6,462.50
DIRECT EXPENSES REIMBURSEMENT BUDGET	15,000.00	0.00	0.00	0.00
Subtotal	555,000.00	385,695.68	349,357.94	36,337.74
Total HOURLY 36,337.74				36,337.74

Total Invoice: \$36,337.74



THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT ATTN: CRAIG WRATHELL 2300 GLADES ROAD SUITE 410W

Invoice Date: Nov 30, 2023

Invoice No:

Project No: 045547006.2

Project Name: THE DISTRICT MARINA

27858326

DESGN

Project Manager: SCHILLING, BILL

HOURLY

BOCA RATON, FL 33431

Task	Category	Description/Name	Hrs/Qty	Rate	Current Amount Due
MARINA PROJECT MANAGMNT	PRINCIPAL	SCHILLING, BILL	1.5	360.00	540.00
	SUPPORT STAFF	HENKES, DENISE	7.0	130.00	910.00
TOTAL MARINA PROJECT MAN	NAGMNT		8.5		1,450.00
MARINA COORDINATN MTGS	PRINCIPAL	SCHILLING, BILL	2.0	360.00	720.00
	SENIOR PROFESSIONAL	MULLIS, MIKE	3.0	340.00	1,020.00
TOTAL MARINA COORDINATN	MTGS		5.0		1,740.00
MARINA ENG DES & PRMTG	PRINCIPAL	SCHILLING, BILL	4.0	360.00	1,440.00
	PROFESSIONAL	FITZPATRICK, MATT	1.5	245.00	367.50
		GLEASON, KYLIE	1.0	170.00	170.00
		REUTHER, CHRIS	3.0	245.00	735.00
	SENIOR PROFESSIONAL	COCKRIEL, JOSH	6.0	285.00	1,710.00
		MULLIS, MIKE	6.0	340.00	2,040.00
TOTAL MARINA ENG DES & PR	RMTG		21.5		6,462.50
GEOTECHNICAL SERVICES	EXPENSES	SUBCONSULTANTS			5,000.00
TOTAL GEOTECHNICAL SERVICES				5,000.00	
PERMITTING SUB	EXPENSES	SUBCONSULTANTS			21,685.24
TOTAL PERMITTING SUB					21,685.24
TOTAL LABOR AND EXPENSE I	DETAIL				36,337.74

This page is for informational purposes only. Please pay amount shown on cover page.



Please remit payment electronically to:

Account Name:
Bank Name and Address:

Account Number:
ABA#:

KIMLEY-HORN AND ASSOCIATES, INC.

WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163

THE ELECTRICAL PROPERTY OF THE PROPERTY OF THE

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.

P.O. BOX 932520

ATLANTA, GA 31193-2520

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

ATTN: CRAIG WRATHELL 2300 GLADES ROAD SUITE 410W

BOCA RATON, FL 33431

Federal Tax Id: 56-0885615

For Services Rendered through Oct 31, 2023

Invoice No: 27367489
Invoice Date: Oct 31, 2023
Invoice Amount: \$101,918.00

Project No: 045547006.2

Project Name: THE DISTRICT MARINA DESGN

Project Manager: SCHILLING, BILL

Client Reference: TASK ORDER # CDD 6

HOURLY

TIOURE1				
Description	Est. Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
TASK 1 - MARINA PROJECT MANAGEMENT	30,000.00	9,795.00	9,125.00	670.00
TASK 2 - MARINA COORDINATION MEETINGS	30,000.00	22,215.00	17,235.00	4,980.00
TASK 3 - MARINA SURVEYING SERVICES	20,000.00	0.00	0.00	0.00
TASK 4 - MARINA GEOTECHNICAL SERVICES	20,000.00	0.00	0.00	0.00
TASK 5 - MARINA BIOLOGICAL SERVICES	30,000.00	10,885.19	9,547.69	1,337.50
TASK 6 - MARINA ENGINEERING DESIGN	275,000.00	268,905.25	179,299.75	89,605.50
TASK 7 - MARINA PERMITTING	50,000.00	0.00	0.00	0.00
TASK 8 - MARINA BID PHASE SERVICES	25,000.00	0.00	0.00	0.00
TASK 10 - MARINA ENGINEERING DESIGN AND PERMITTING COORDINATION	60,000.00	37,557.50	32,232.50	5,325.00
DIRECT EXPENSES REIMBURSEMENT BUDGET	15,000.00	0.00	0.00	0.00
Subtotal	555,000.00	349,357.94	247,439.94	101,918.00
Total HOURLY		-		101,918.00

Total Invoice: \$101,918.00



ATTN: CRAIG WRATHELL 2300 GLADES ROAD SUITE 410W

BOCA RATON, FL 33431

Invoice No: 27367489
Invoice Date: Oct 31, 2023

Project No: 045547006.2

Project Name: THE DISTRICT MARINA

DESGN

Project Manager: SCHILLING, BILL

HOURLY

Task	Category	Description/Name	Hrs/Qty	Rate	Current Amount Due
MARINA PROJECT MANAGMNT	PRINCIPAL	SCHILLING, BILL	1.5	360.00	540.00
	SUPPORT STAFF	HENKES, DENISE	1.0	130.00	130.00
TOTAL MARINA PROJECT MAN	NAGMNT		2.5		670.00
MARINA COORDINATN MTGS	PRINCIPAL	SCHILLING, BILL	3.5	360.00	1,260.00
	SENIOR PROFESSIONAL	COCKRIEL, JOSH	2.0	285.00	570.00
		LONG, CASEY	3.0	340.00	1,020.00
		MULLIS, MIKE	5.5	340.00	1,870.00
	SUPPORT STAFF	HENKES, DENISE	2.0	130.00	260.00
TOTAL MARINA COORDINATN	MTGS		16.0		4,980.00
MARINA ENG DES & PRMTG	PRINCIPAL	SCHILLING, BILL	7.0	360.00	2,520.00
	PROFESSIONAL	GLEASON, KYLIE	1.5	170.00	255.00
		WALLING, ANNA	2.0	245.00	490.00
	SENIOR PROFESSIONAL	COCKRIEL, JOSH	2.0	285.00	570.00
		MULLIS, MIKE	4.0	340.00	1,360.00
	SUPPORT STAFF	HENKES, DENISE	1.0	130.00	130.00
TOTAL MARINA ENG DES & PI	RMTG		17.5		5,325.00
BIOLOGICAL SERIVCES	EXPENSES	SUBCONSULTANTS			1,337.50
TOTAL BIOLOGICAL SERIVCES					1,337.50
ENGINEERING DES SUB	EXPENSES	SUBCONSULTANTS			89,605.50
TOTAL ENGINEERING DES SUB					89,605.50
TOTAL LABOR AND EXPENSE DETAIL 101,918				101,918.00	

This page is for informational purposes only. Please pay amount shown on cover page.

PO Box 810036 Boca Raton, FL 33481

July 26, 2024

Madeleine Rehfeld Preston Hollow Community Capital 2121 N. Pearl, #600 Dallas, TX 75201

Dear Madeleine,

The current funding requirement for The District Community Development District is as follows:

FUNDING REQUEST # 1002 - MARINA PROJECT

<u>JEA</u>	
Inv. 45661 - Utility Locates Service Dates 03/01/24-03/31/24	6,536.94
	6,536.94
T. 15	0.500.04
Total Expenses	6,536.94
Total Amount Due	\$ 6,536.94

Please remit funding at your earliest convenience to the following:

The District Community Development District PO Box 810036 Boca Raton, FL 33481

If you have any questions, please contact Nicole Parisi or Stephanie Schackmann at 561-571-0010 or payapp@whhassociates.com.

Regards,

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Marisi

Nicole Parisi/Stephanie Schackmann District Accountant

PO Box 810036 Boca Raton, FL 33481

August 1, 2024

Madeleine Rehfeld Preston Hollow Community Capital 2121 N. Pearl, #600 Dallas, TX 75201

Dear Madeleine,

The current funding requirement for The District Community Development District is as follows:

FUNDING REQUEST # 1003 - MARINA PROJECT

Kutak Rock, LLP	
Inv. 3411399 5523-5 - 03/24-05/24 Marina Project Construction	787.50
Inv. 3411399 5523-5 - 06/24 Marina Project Construction	 1,589.00
	2,376.50
Total Expenses	2,376.50
Total Amount Due	\$ 2,376.50

Please remit funding at your earliest convenience to the following:

The District Community Development District PO Box 810036 Boca Raton, FL 33481

If you have any questions, please contact Nicole Parisi or Stephanie Schackmann at 561-571-0010 or payapp@whhassociates.com.

Regards,

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT



Nicole Parisi/Stephanie Schackmann District Accountant

REQUEST NO. _22__FOR APPROVAL OF ADVANCE

DISTRICT COMMUNITY DEVELOPMENT DISTRICT BOND ANTICIPATION NOTE, SERIES 2022 (TAXABLE) (PUBLIC MARINA PROJECT)

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following request for approval of advances from the Marina Note Acquisition and Construction Account under and pursuant to the terms of Resolution No. 2023-07 (the "Resolution") adopted by the Board of Supervisors of the District on November 28, 2022:

- (A) Request for Advance Number: 22
- (B) Identify Acquisition Agreement, if applicable:
- (C) Name of Payee: Kutak Rock, LLP
- (D) Amount Payable: \$2,376.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Cost of issuance expenses

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Marina Note Acquisition and Construction Account.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each advance set forth above is a proper charge against the Marina Note Acquisition and Construction Account; and
- 3. each advance set forth above was incurred in connection with the Project Cost of the Public Marina Project and has not previously been the basis of any prior advance.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property, improvements, rights, or work product acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

DISTRICT COMMUNITY DEVELODMENT DISTRICT

	DEVELOPMENT DISTRICT
	By:
	Date:
CONSULTING ENGINEER'S	APPROVAL OF PROJECT COSTS
Cost of the Public Marina Project and is construction contract; (ii) the plans and specific with respect to which such advance is being a such report shall have been amended or more Feasibility Consultant, as such report shall have Consulting Engineer further certifies and Public Marina Project that is the subject of such as the subject of su	
	Consulting Engineer

Date:

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

June 27, 2024

Check Remit To:

Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470

Reference: Invoice No. 3411399 Client Matter No. 5523-5

Notification Email: eftgroup@kutakrock.com

Mr. Craig Wrathell District CDD Vesta District Services Suite 280 250 International Parkway Lake Mary, FL 32746

Invoice No. 3411399

5523-5

Re: Marina Project Construction

For Professional Legal Services Rendered

03/01/24	S. Sandy	0.30	94.50	Review addendum 1 to the Phase 4 RFP
04/01/24	S. Sandy	0.70	220.50	Confer with Gang regarding marina development rights acquisition
05/08/24	S. Sandy	0.40	126.00	Confer with Schilling and Cockriel regarding marina RFP proposals; confer with Cook and Rehfeld regarding submerged land lease
05/15/24	S. Sandy	0.50	157.50	Review staff evaluation of proposals; confer with Schilling regarding same
05/31/24	S. Sandy	0.60	189.00	Confer with Schilling regarding Phase 4 agreements; prepare same

TOTAL HOURS 2.50

TOTAL FOR SERVICES RENDERED \$787.50

TOTAL CURRENT AMOUNT DUE \$787.50

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

July 29, 2024

Check Remit To: Kutak Rock LLP

PO Box 30057 Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470

Reference: Invoice No. 3425589 Client Matter No. 5523-5

Notification Email: eftgroup@kutakrock.com

Mr. Craig Wrathell District CDD c/o Wrathell, Hunt & Associates, LLC P.O. Box 810036 Boca Raton, FL 33481

Invoice No. 3425589

5523-5

Re: Marina Project Construction

For Professional Legal Services Rendered

06/03/24	S. Sandy	0.30	94.50	Prepare construction contracts with Rush Marine for Phase 4
06/05/24	S. Sandy	0.40	126.00	Prepare agreements with Rush Marine
06/10/24	S. Sandy	1.10	346.50	Prepare EJCDC construction contract with Rush Marina
06/11/24	S. Sandy	1.70	535.50	Prepare Phase 4 CDD Marina Project agreement with Rush Marine
06/12/24	D. Wilbourn	1.70	297.50	Finalize Phase 4 CRA and CDD project contract documents
06/26/24	S. Sandy	0.60	189.00	Attend call regarding Phase 4 construction contract with Rush Marine; prepare same

TOTAL HOURS 5.80

TOTAL FOR SERVICES RENDERED \$1,589.00

TOTAL CURRENT AMOUNT DUE \$1,589.00

PO Box 810036 Boca Raton, FL 33481

August 8, 2024

Madeleine Rehfeld Preston Hollow Community Capital 2121 N. Pearl, #600 Dallas, TX 75201

Dear Madeleine,

The current funding requirement for The District Community Development District is as follows:

FUNDING REQUEST # 1004 - MARINA PROJECT

JB Coxwell Contracting, Inc.	
Pay App 30 - Phase 3 CDD Project through 06/30/24 (Marina Portion)	16,835.61
	16,835.61
Total Expenses	16,835.61
Total Amount Due	\$ 16,835.61

Please remit funding at your earliest convenience to the following:

The District Community Development District PO Box 810036 Boca Raton, FL 33481

If you have any questions, please contact Nicole Parisi or Stephanie Schackmann at 561-571-0010 or payapp@whhassociates.com.

Regards,

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT



Nicole Parisi/Stephanie Schackmann District Accountant

REQUEST NO. _23__FOR APPROVAL OF ADVANCE

DISTRICT COMMUNITY DEVELOPMENT DISTRICT BOND ANTICIPATION NOTE, SERIES 2022 (TAXABLE) (PUBLIC MARINA PROJECT)

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following request for approval of advances from the Marina Note Acquisition and Construction Account under and pursuant to the terms of Resolution No. 2023-07 (the "Resolution") adopted by the Board of Supervisors of the District on November 28, 2022:

- (A) Request for Advance Number: 23
- (B) Identify Acquisition Agreement, if applicable:
- (C) Name of Payee: **J.B. Coxwell Contracting, Inc**
- (D) Amount Payable: **\$16,835.61**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Cost of issuance expenses

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Marina Note Acquisition and Construction Account.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each advance set forth above is a proper charge against the Marina Note Acquisition and Construction Account; and
- 3. each advance set forth above was incurred in connection with the Project Cost of the Public Marina Project and has not previously been the basis of any prior advance.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property, improvements, rights, or work product acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

DISTRICT COMMUNITY DEVELODMENT DISTRICT

	DEVELOPMENT DISTRICT
	By:
	Date:
CONSULTING ENGINEER'S	APPROVAL OF PROJECT COSTS
Cost of the Public Marina Project and is construction contract; (ii) the plans and specific with respect to which such advance is being a such report shall have been amended or more Feasibility Consultant, as such report shall have Consulting Engineer further certifies and Public Marina Project that is the subject of such as the subject of su	
	Consulting Engineer

Date:



RiversEdge Phase 3 – CDD Project	Pay Requ	uest No. 30
Total Pay Request Amount:	\$	45,055.09
Amount to be paid from the 2023A-2 Acquisition and Construction Account of the Acquisition and Construction Fund	f \$	28,219.48
Amount to be paid from the Marina Note Acquisition and Construction Accou	nt \$	16,835.61



RiversEdge Phase 3 - CDD Project

Community Development District (CDD) Engineer's - Certificate for Payment

This "Engineer's Certificate for Payment" is in addition to the approved and executed information contained in "AIA Document G702 – 1992 – Application and Certificate for Payment".

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is Entitled to payment of the AMOUNT CERTIFIED in the executed "AIA Document G702 – 1992 – Application and Certificate for Payment".

Application # 30

Engineer Kimley-Horn and Associates, Inc.

William J. Schilling Jr., P.E.

Date: July 24, 2024

VIA Consulting Services, Inc.



Engineering, Administration and Inspection Services

Phase 3 - CDD Project (Roadways, Stormwater, Utilities, Landscaping, and Other Infrastructure) - Construction Inspector's Certificate for Payment

This "Construction Inspector's Certificate for Payment" is supplementary to the certifications contained in the attached document.

In accordance with the Contract Documents, based on on-site observations and the data comprising the attached application the Construction Inspector certifies to the Owner that to the best of the Construction Inspector's knowledge, information, and belief that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the AMOUNT CERTIFIED in the attached "AIA Document G702 – Application and Certificate for Payment."

Date:

CITY OF JACKSONVILLE, FLORIDA APPLICATION FOR PAYMENT NO. 30

		BID		CONTR	ACT	
PROJECT	Phase 3 - CDD Project	NO.	N/A		NO	N/A
For Work ac	ccomplished through the date of	j	une 30, 2024			
A. Contract	and Change Orders					
1.	Contract Amount		/41 F1		\$	11,082,035.19
	Executed Change Orders				\$	912,305.41
	Total Contract (1) + (2)				\$	11,994,340.60
B. Work Acc	complished					
4	Work performed on Contract Am	ount (1)	.a.a.a.a.a.a		\$	10,623,375.72
5.					\$	302,786.88
6.		and the second			-	
7.					\$	10,926,162.60
15.00	Retainage * 5% of Item (7), not to				\$	546,308.81
	Less Previous Payments Made (\$	10,334,798.70
					\$	45,055.09
10. (*)- The undersig performed ar	Payment Amount Due this Applications as CONTRACT (1) and CONTRACTOR certifies that: (1) and materials supplied fully comply with	set forth OR'S C	in Paragrap ERTIFICAT and amounts and conditio	h 20.39.5 of ION shown above	the General are correct; act Docume	Conditions 2) all Work nts; (3) all previous
The undersig performed ar progress pay to discharge Payment: (4) Application for encumbrance	Retainage subject to conditions as CONTRACT and CONTRACTOR certifies that: (1) and materials supplied fully comply with ments received from CITY on account in full all obligations of CONTRACTOR title to all materials and equipment in propagation of Payment will pass to CITY at time of es; and (5) if applicable, the CONTRACTOR the payment of a pro-rata share to	all items and the terms to of Work R incurred corporated f payment CTOR has Minority B	in Paragrap ERTIFICAT and amounts and condition done under the lin connection d in said Work free and cleas s complied wi	shown above as of the contract reference contract reference or otherwise ar of all liens, oth all provision reprises of all particulars.	are correct; act Docume ferred to about overed by prilisted in or calaims, securing of Part 6 of	Conditions (2) all Work Ints: (3) all previous Ive have been applied or Applications for overed by this ity interests and f the Purchasing
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The undersig performed ar progress pay to discharge Payment: (4) Application for encumbrance Code includir the CONTRA	Retainage subject to conditions as CONTRACT and CONTRACTOR certifies that: (1) and materials supplied fully comply with ments received from CITY on account in full all obligations of CONTRACTOR title to all materials and equipment in or Payment will pass to CITY at time of es; and (5) if applicable, the CONTRACTOR to the payment of a pro-rate share to CCTOR.	all items and the terms to of Work R incurred corporated f payment CTOR has Minority B	in Paragrap ERTIFICAT and amounts and condition done under the in connection d in said Work free and clea s complied wit usiness Enter	shown above as of the contract reference contract reference or otherwise ar of all liens, oth all provision prises of all particles.	are correct; act Docume ferred to about the diams, securities of Part 6 cayments pre	Conditions (2) all Work Ints: (3) all previous Ive have been applied or Applications for overed by this ity interests and if the Purchasing viously received by
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The undersig performed ar progress pay to discharge Payment: (4) Application for encumbrance Code including the CONTRA	Retainage subject to conditions as CONTRACT and CONTRACTOR certifies that: (1) and materials supplied fully comply with ments received from CITY on account in full all obligations of CONTRACTOR title to all materials and equipment in the Payment will pass to CITY at time of es; and (5) if applicable, the CONTRACTOR the payment of a pro-rate share to CTOR. July 9, 2024	all items and the terms to of Work R incurred corporated f payment CTOR has Minority B	in Paragrap ERTIFICAT and amounts and conditio done under the in connection d in said Work free and clea s complied wit usiness Enter	shown above as of the contract reference Contract reference or otherwise ar of all liens, oth all provision prises of all provision of the contract of all provision of the contract of all provision of the contract of the c	are correct; act Docume ferred to about the diams, securities of Part 6 cayments pre	Conditions (2) all Work Ints; (3) all previous Ive have been applied Ive Applications for Ivered by this Ity interests and If the Purchasing Iviously received by Contracting, Inc.
The undersig performed ar progress pay to discharge Payment: (4) Application for encumbrance Code includir the CONTRA	Retainage subject to conditions as CONTRACT and CONTRACTOR certifies that: (1) and materials supplied fully comply with ments received from CITY on account in full all obligations of CONTRACTOR title to all materials and equipment in the Payment will pass to CITY at time of es; and (5) if applicable, the CONTRACTOR the payment of a pro-rate share to CTOR. July 9, 2024	all items and the terms to of Work R incurred corporated f payment CTOR has Minority B	in Paragrap ERTIFICAT and amounts and condition done under the in connection d in said Work free and cleas s complied with usiness Enter	shown above as of the contract refer with Work contract refer of all liens, of the all provision reprises of all particles. By:	are correct; act Docume ferred to about the diams, securities of Part 6 cayments pre	Conditions (2) all Work Ints; (3) all previous Ive have been applied or Applications for overed by this ity interests and if the Purchasing viously received by Contracting, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER: THE DISTRICT CDD (C/O WRATHELL, HUNT & ASSOCIATES, LLC)

2300 GLADES ROAD, SUITE 410W

BOCA RATON, FL 33431

ATTN: BILL SCHILLING, KIMLEY-HORN & ASSOCIATES, INC.

FROM. J. B. COXWELL CONTRACTING, INC.

6741 LLOYD ROAD

JACKSONVILLE, FL 32254

APPLICATION NO. 30 Distribution to:

> 6/30/2024 Period to:

CONTRACTOR

6/1/2024 Period from

ENGINEER

OWNER

ARCHITECT

PROJECT NO: 2127

CONTRACT DATE: 10/27/2021

CONTRACT FOR: PHASE 3 - CDD PROJECT (ROADWAYS, STORMWATER, UTILITIES, LANDSCAPING, AND OTHER INFRASTRUCTURE)

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE	ORDER SUMMARY		
-	Orders approved in months by Owner	ADDITIONS	DEDUCTIONS
		\$3,073,616.33	(\$2,194,283.90)
Approved	d this Month		
Number	Date Approved		
	TOTALS	\$0.00	\$0.00
Net chan	ge by Change Orders		\$912,305.41

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application of Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR

Tracy Lee Kalvig, CFO Date:

Larry Gradus, C.F.O.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data composing the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM		\$11,082,035.19
2. Net change by Change Orders		\$912,305.41
3. CONTRACT SUM TO DATE		\$11,994,340.60
4. TOTAL COMPLETED & STORED	TO DATE	\$10,926,162.60
5. RETAINAGE		
a. 5% of Completed Work	\$546,308.81	
b. 0% of Stored Material	\$0.00	
Total Retainage		\$546 308 81

. TOTAL EARNED LESS RETAINAGE	\$10.379,853,79
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$10,334,798.70

8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, PLUS RETAINAGE

\$45,055,09 \$1.614,486.81

State of Flonda	County of Duval
Subscribed and aworn to be	re methis 9th day of July 2024
Notary Public:	Commission # HH J82910
My Commission expires	71.31 June 28 200
	1128/2027

AMOUNT CERTIFIED \$45,055.09

(Attach explanation if amount certified differs from the amount applied for)

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

prejudice to any rights of the Owner or Contractor under this Contract

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

J. B. COXWELL CONTRACTING, INC.

PERIOD THROUGH: 6/30/2024

PAYMENT APPLICATION: 30

In tabulations below, amounts are stated to the nearest dollar.

THE DISTRICT CDD (C/O WRATHELL, HUNT & ASSOCIATES, LLC)

PROJECT NAME: Phase 3 - CDD Project

Α	В					C	D	E	F	G		H	1
ITEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS	UNIT PRICE	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE TO	
NO.				PERIOD		VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	(G/C)	FINISH (C-G)	RETAINAG 5%
	ROADWAYS						V					1	
A.	General Conditions												
1	Crew/Equipment Mobilization	LS	1	0.00	\$281,017,11	\$281,017.11	\$281,017,11	\$0.00	\$0.00	\$281,017.11	100.00%	\$0,00	\$14,050,8
2	Payment/Performance Bond	LS	1	0.00	\$10,350.37	\$10,350.37	\$10,350,37	\$0.00	\$0.00	\$10,350.37	100.00%	50.00	The Appropriate
3	Surveying Services	LS	1	0.00	\$29,637.56	\$29,637.56	\$29,637,56	\$0.00	\$0.00	\$29,637,56	100.00%	50.00	
4	Maintenance of Traffic	LS	1	0.00	\$41,637.73	\$41,637.73	\$41,637,73	\$0.00	\$0.00	\$41,637,73		\$0.00	25.40020013
5	As-Builts	LS	1	0,00	\$6,612.08	\$6,612.08	\$5,950,85	\$330.60	\$0.00	\$6,281,45		\$330.63	
B.	Soil Erosion Control				3						13.08/10		
6	Silt Fence												
7	Inlet Protection			1 1	- 1								
C.	Earthwork	- 1		1 1									
8	Curb Demolition				9								
9	Removal of Existing Pavement Sidewalk			1 1		100							
10	Import Fill Material						1						
11	Grading And Dressing	- 1		1 1									
D.	Roadway and Paving												
12	6" Raised Header Curb	LF	2080	0.00	\$20.64	\$42,931,20	\$42,931,20	\$0.00	\$0.00	\$42,931,20	100.00%	\$0.00	\$2,146,5
13	City Standard Curb					5.1		12.50	85.00	2.000		33.33	92,710.0
14	Type B Curb	LF	32	0.00	\$21.74	\$695.68	5695.68	\$0.00	\$0.00	\$695.68	100.00%	\$0,00	\$34,7
15	18" Curb and Gutter	LF	1888	0.00	\$25.04	\$47,275,52	\$47,275.52	\$0.00	\$0.00	\$47,275.52	The same of	\$0.00	- Massag
16	18" Valley Gutter	LF	301	0.00	\$30.65	\$9,225.65	\$9 225 65	\$0.00	\$0.00	\$9,225.65	100,00%	\$0.00	
17	24" Valley Gutter	LF	2898	0.00	\$30.65	\$88,823.70	\$88,823.70	\$0.00	\$0.00	\$88,823,70	A THE RESIDENCE	\$0.00	L. Charles
18	12" Stabilizer Subgrade	SY	10231	0.00	\$10.04	\$102,719.24	\$102,719.24	\$0.00	\$0.00	\$102,719,24	100.00%	\$0.00	\$5,135.9
19	Sidewalk Grading	SY	12568	0.00	\$7.00	\$87,976.00	\$73,500,00	\$14,476.00	\$0.00	\$87,976.00	100.00%	\$0.00	\$4,398.8
20	Landscape Grading	SY	4033	0.00	\$7.00	\$28,231,00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,231.00	100000
21	6" Roadway Base						7	39.397	Come	32407		320,201.00	
22	8" Roadway Base	SY	9271	0.00	\$16.68	\$154,640.28	\$154,640.28	\$0.00	\$0.00	5154,640,28	100,00%	\$0.00	\$7,732.0
23	Sidewalk (06" Thick) Handicap	SY	357	0.00	\$99.61	\$35,560.77	\$35,560,77	\$0.00	\$0.00	\$35,560,77	100:00%	\$0.00	\$1,778.0
24	ADA Ramps	SF	579	0.00	\$46.47	\$26,906.13	\$0.00	\$0.00	30.00	\$0.00	0.00%	\$26,906.13	\$0.0
25	Concrete Sidewalk											,	350
26	Prime	SY	9271	0.00	\$0.69	\$6,396.99	\$6,396,99	\$0.00	\$0.00	\$6,396,99	100,00%	\$0.00	\$319.8
27	Asphalt 1.25"	- 1										20.00	
28	Asphalt 1.50"									1			
29	Asphalt 2.00°	SY	9271	0.00	\$15.32	\$142,031,72	\$75,872.30	\$0.00	\$0.00	\$75,872.30	53.42%	\$66,159.42	\$3,793.6
30	Single Post Sign, F&I < 12SF	AS	29	0.00	\$1,289.20	\$37,386.80	\$0,00	\$0.00	50.00	\$0.00	15 100 100	\$37,386,80	\$0.0

ITEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS PERIOD	UNIT PRICE	SCHEDULED	WORK COI	MPLETED	MATERIALS	TOTAL	%	BALANCE TO	
NO.				PENIOD		VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	STORED TO DATE (D+E+F)	(G/C)	FINISH (C-G)	RETAINAGE
31	Single Post Sign, F&I Ground Mount up to 12SF												7.0
32	Temporary Striping	LS	1	0.00	\$8,920.00	\$8,920.00	\$0.00	\$0.00	\$0,00	\$0.00	0.00%	\$8,920,00	\$0,0
33	Thermo White Solid 6"	LF	2927	0.00	\$1.92	\$5,619.84	\$0.00	\$0,00	\$0.00	\$0.00	0.00%	\$5,619,84	\$0,0
34	Thermo White 2-4 Skip 6*	LF	142	0.00	\$1.75	\$248,50	\$0.00	\$0.00	\$0.00	\$0.00		\$248,50	\$0,0
35	Thermo White Arrow												
36	Thermo White Text												
37	Thermo White Arrow (Bike)	EA	23	0,00	\$96.45	\$2,218,35	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,218,35	\$0.0
38	Thermo White Symbol	EA	53	0.00	\$453,87	\$24,055.11	\$0.00	\$0.00	\$0,00	\$0.00	0.00%	\$24,055.11	\$0.0
39	Thermo White solid 12"	LF	516	0,00	\$4.20	\$2,167,20	\$0.00	\$0,00	\$0.00	\$0.00	0.00%	\$2,167.20	50,0
40	Thermo White Skip 12"					16 26 18							1
41	Thermo White Skip 24"	LF	130	0.00	\$8,40	\$1,092.00	\$0.00	\$0,00	50.00	\$0.00	0.00%	\$1,092.00	\$0.0
42	Thermo Yellow Chevron 18"	LF	8	0.00	\$6,30	\$50.40	\$0.00	\$0.00	\$0,00	\$0.00	0.00%	\$50.40	\$0.0
43	Thermo Yellow Solid 4"	LF	725	0.00	\$1.88	\$1,363.00	\$0,00	\$0.00	\$0.00	\$0.00	0.00%	\$1,363.00	\$0.0
44	Thermo Yellow 2-4 Skip 4"	LF	1220	0,00	\$1.71	\$2,086,20	\$0.00	\$0,00	\$0.00	\$0.00	0.00%	\$2,086.20	\$0.0
45	Thermo Yellow Solid 6"	LF	4480	0,00	\$1.92	\$8,601.60	50.00	50.00	\$0.00	\$0.00	.0.00%	\$8,601.60	\$0.0
46	Thermo Yellow Skip 6"	- 1											1
47	Thermo Blue Solid 6"	LF	83	0.00	\$13,95	\$1,157.85	\$0.00	\$0,00	\$0.00	\$0.00	0.00%	\$1,157.85	\$0.0
48	Multi-Use Path, WhiteTriangle, Yield Line	EA	3	0.00	\$196,67	\$590.01	\$0.00	\$0,00	\$0.00	\$0.00	0.00%	\$590.01	50,0
49	18" Square Elephants Feet Symbol	EA	31	0.00	\$43.89	\$1,360.59	\$0,00	\$0.00	\$0.00	\$0.00	0.00%	\$1,360.59	200000
50	Green Crosswalk Stripe Solid	LF	56	0.00	\$69.31	\$3,881,36	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,881,36	1000
51	Flexible Delineator	EA	1	0.00	\$158,85	\$158.85	\$0.00	\$0.00		\$0.00	0.00%	\$158.85	10940-2
52	RPM	LF	129	0.00	\$7,38	\$952.02	\$0.00	\$0.00	\$0.00		0.00%	\$952.02	\$0.0
53	12" x 18" Yield Triangle								1		1,505-5,101		
54	Parking Lot Restriping												
55	Sleeving (2-6", 3-2") SCH 40 PVC	LF	770	0.00	\$136.07	\$104,773.90	\$104,773.90	\$0.00	\$0.00	5104,773,90	100,00%	\$0.00	\$5,238.7
56	6' High Ornamental Fence w/ Two 30 ft Gates	LF	270	0.00	\$307.14	\$82,927.80	\$82,927.80	\$0.00	\$0.00	\$82,927.80	100.00%	\$0.00	
.57	6' High Chain Linked Fence w/ Two 26 ft Gates	LF	241	0.00	\$99,24	\$23,916.84	\$23,916.84	\$0.00	\$0.00	\$23,916,84	100.00%	\$0.00	100000000000000000000000000000000000000
58	Vehicular Pavers - Concrete Slab Only	SY	1074	0.00	\$157.29	\$168,929.46	\$168,929.46	\$0.00	\$0.00	\$168,929,46	100,00%	\$0.00	2.30
E.	Storm Drainage						TO LONG DE LA CONTRACTION DEL CONTRACTION DE LA						4.04(0.0)
59	18" HP												
60	Standard Curb Inlet										P		
61	Type " J-1-A" Manhole												
62	Stockpiling & Replacement of Soil Below Cap												
63	Dewatering												
	POTABLE WATER								-	1			
A.	General Conditions					1							
64	Mobilization	LS	1	0.00	\$281,017.11	\$281,017.11	\$281,017.11	\$0.00	\$0,00	\$281,017,11	100.00%	\$0.00	\$14,050.8
65	Payment and Performance Bond	LS	1	0.00	\$11,301,80	\$11,301.80	\$11,301.80	\$0.00	\$0,00	\$11,301,80	100.00%	\$0.00	\$565.0
66	Survey	LS	1	0.00	\$29,637.56	\$29,637.56	\$29,637.56	\$0.00	50.00	\$29,637.56	-	\$0.00	
67	Maintenance of Traffic	57.72		Challen	300340000000			30.00		320,137,300		20.00	
	As-builts	LS	1	0.00	\$6,612.08	\$6,612.08	96,545,92	\$66.16	\$0.00	\$6,612.08	100.00%	\$0.00	\$330.6

Α	В			1		С	D	E	F	G		H	1 -
ITEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS PERIOD	UNIT PRICE	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE TO	
NO.				PENIOD		VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	STORED TO DATE (D+E+F)	(G/C)	FINISH (C-G)	RETAINAGE 5%
В.	Soil Erosion Control								1.00.0 30.0 50.0 50.0				
69													
C.	Earthwork												
70	Stockpiling & Replacement of Soil Below Cap	CY	300	0.00	\$114.83	\$34,449.00	\$34,449,00	\$0.00	\$0.00	\$34,449.00	100.00%	\$0.00	\$1,722.4
71	Dewatering	LS	1	0.00	\$48,515.00	\$48,515.00	\$48,515,00	\$0.00	\$0.00	\$48,515,00		\$0,00	- PARTIES NO.
D.	Landscape									3.000			
72	4" PVC Pipe	LF	172	0.00	\$33.88	\$5,827.36	\$5,827,36	\$0.00	\$0.00	\$5,827.36	100.00%	\$0.00	\$291.3
73	6" C-900 PVC Pipe	LF-	403	0.00	544,30	\$17,852,90	\$17,852,90	\$0.00	\$0.00	\$17,852,90	100.00%	\$0.00	1000000
74	12" C-900 PVC Pipe	LF	4257	0.00	\$98.01	\$417,228.57	\$417,228,57	\$0.00	\$0.00	\$417,228.57	100.00%	\$0.00	
75	16" C-905 PVC Pipe	LF	1018	0.00	\$144.33	\$146,927.94	\$89,051.61	\$0.00	\$0,00	\$89,051.61	50.61%	\$57,876,33	1500 CANGE TO S
76	16" X 12" Reducer	EA	1	0.00	\$1,713.61	\$1,713.61	\$1,713.61	\$0.00	\$0.00	\$1,713,61	100.00%	\$0.00	
77	20"x16" Tapping Sleeve and Valve	EA	2	0.00	\$24,453,31	\$48,906.62	\$24,453,32	\$0.00	50.00	\$24,453,32	50.00%	\$24,453,30	10,000
78	12" - 45 Bend	EA	67	0.00	\$1,244.50	\$83,381,50	\$83.381.50	\$0.00	\$0,00	\$83,381.50	100.00%	\$0.00	
79	12" - 22.5 Bend	EA	5	0.00	\$1,190,23	\$5,951,15	\$5,951.15	\$0.00	\$0,00	\$5,951.15		\$0.00	GEW (10)
80	16" - 22.5 Bend	EA	3	0.00	\$2,311,78	\$6,935,34	\$6,935.34	\$0.00	\$0.00	\$6,935,34	100.00%	\$0.00	
81	16" - Vert 45 Bend	EA	8	0.00	\$2,998.02	\$23,984.16	\$23,984,16	\$0.00	\$0.00	\$23,984.16	100.00%	\$0.00	
_	16" - 11 1/4 Bend	EA	2	0.00	\$2,358,75	\$4,717,50	\$4,717.50	\$0.00	50.00	\$4,717.50	100.00%	\$0.00	LOWING STREET
B3	16" x 6" TEE	EA	2	0.00	\$2,701.98	\$5,403.96	\$2,701.98	\$0,00	\$0,00				1500000
84	12" x 6" TEE	EA	10	0.00	\$1,510.60	\$15,106.00	\$15,106.00	\$0.00	\$0.00	\$2,701.98	50.00%	\$2,701.98	15,599,657
85	12" x 4" TEE	EA	5	0.00	\$1,457.60	\$7,288.00		-	1 1 1 1 1 1 1 1 1	\$15,106.00	100.00%	\$0.00	1000000
86	12" TEE	EA	16	0.00	\$1,457.60	SE A MITTERES CON	\$7,288.00	\$0.00	\$0.00	\$7,288.00	100.00%	\$0.00	772 20000
87	12" Valve		57			\$30,805.44	\$30,805.44	\$0.00	\$0.00	\$30,805.44	100.00%	\$0.00	2710000.535
88		EA	11	0.00	\$4,071.20	\$232,058,40	\$232,058,40	\$0.00	\$0.00	\$232,058.40	100,00%	\$0.00	The second second
	Fire Hydrant	EA		0.00	\$6,863.55	\$75,499.05	\$75,499.05	\$0.00	\$0.00	\$75,499.05	100.00%	\$0,00	Charles in the
_	6" Valve	EA	11	0.00	\$1,822,07	\$20,042.77	\$20,042.77	\$0.00	\$0.00	\$20,042.77	100.00%	\$0.00	
	4" Valve	EA	5	0.00	\$1,559.37	\$7,796.85	\$7,796.85	\$0.00	\$0.00	\$7,796.85	100,00%	\$0.00	37,000
_	2" Corp. Stop	EA	6	0.00	\$904.53	\$5,427,18	\$5,427.18	\$0.00	\$0.00	\$5,427,18	100,00%	\$0.00	
92	Irrigation Service W/BFP	EA	6	0.00	\$5,052.97	\$30,317.82	\$10,105.94	\$0.00	\$0.00	\$10,105.94	33.33%	\$20,211.88	\$505.3
93	Relocate Exist. Water Service	LS	1	0.00	\$1,364.98	\$1,364.98	\$1,364,98	\$0.00	\$0.00	\$1,364.98	100,00%	\$0.00	\$68.2
94	Relocate Exist. Irrigation Service and BFP	LS	1	0.00	\$4,318.40	\$4,318.40	\$4,318.40	\$0,00	\$0,00	\$4,318.40	100.00%	\$0.00	\$215.9
95	16" Gate Valve	EA	8	0.00	\$7,865.12	\$62,920.96	\$62,920.96	\$0.00	\$0.00	\$62,920,96	100.00%	\$0.00	\$3,146.0
96	04" - 45 Bend	EA	1	0.00	\$390,98	\$390.98	\$390.98	\$0.00	\$6.00	\$390.98	100.00%	\$0.00	\$19.5
97	06" - 45 Bend	EA	2	0.00	\$548.37	\$1,096.74	\$1,096,74	\$0.00	\$0.00	\$1,096.74	100.00%	\$0,00	3,472,712,91
98	16" - 45 Bend	EA	3	0.00	\$2,346.99	\$7,040.97	\$7,040.97	\$0.00	\$0.00	\$7,040.97	100.00%	\$0.00	
99	16" x 12" TEE	EA	1	0.00	\$3,218.64	\$3,218.64	\$3,218,64	\$0,00	\$0,00	\$3,218.64	100.00%	\$0.00	5000
100	16" x 16" TEE	EA	1	0.00	\$3,889.03	\$3,889,03	\$3,689.03	\$0.00	\$0.00	\$3,889.03	100.00%	\$0,00	2017/2017/2017
	12" X 12" TEE	EA	4	0.00	\$1,925,37	\$1,925.37	\$1,925.37	\$0.00	\$0.00	\$1,925.37	100.00%	\$0.00	
	06" - 90 Bend	EA	- 1	0.00	\$580.61	\$580.61	\$580.61	\$0.00	\$0.00	\$580.61	100.00%	\$0.00	
	04" Cap	EA	5	0.00	\$348.63	\$1,743.15	\$1,743.15	\$0.00	\$0.00	\$1,743,15	100,00%	\$0.00	0.0040.00
_	12" Cap	EA	20	0.00	\$659.66	\$13,193.20	\$13,193,20	\$0,00	\$0.00	\$13,193.20	100.00%	\$0,00	1
	06" Cap	EA	1	0.00	\$397.08	\$397.08	\$397.08	\$0.00	\$0.00	\$397.08	100.00%	\$0.00	
106	Sample Points	EA	9	0.00	\$814,49	\$7,330.41	\$7,330.41	\$0,00	\$0,00	\$7,330.41	100.00%	\$0.00	\$366,52

A	В			071/7/22		С	D	E	F	G		H	1
ITEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS PERIOD	UNIT PRICE	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE TO	
NO.				Luov		VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	STORED TO DATE (D+E+F)	(G/C)	FINISH (C-G)	RETAINAGE
107	12" x 06" Vertical Offset	EA	2	0.00	\$2,047.44	\$4,094.88	\$4,094.88	\$0.00	\$0.00	\$4,094.88	100,00%	\$0,00	\$204,74
108	12" X 12" Vertical Offset	EA	3	0.00	\$1,899,99	\$5,699.97	\$5,699,97	\$0.00	50.00	\$5,699.97	100.00%	\$0,00	\$285,00
109	04" X 18" Vertical Offset	EA	1	0.00	\$1,798.71	\$1,798.71	\$1,798,71	\$0.00	50.00	\$1,798.71	100.00%	\$0.00	\$89.94
110	06" X 8" Vertical Offset	EA	-1	0.00	\$1,775.23	\$1,775.23	\$1,775.23	\$0.00	\$0.00	\$1,775.23	100.00%	\$0.00	\$88.76
111	12" x 18" Vertical Offset	EA	6	0.00	\$3,380.27	\$20,281.62	\$20,281.62	\$0.00	\$0.00	\$20,281.62	100.00%	\$0.00	\$1,014,08
112	12" X 24" Vertical Offset	EA	1	0.00	\$3,381.69	\$3,381.69	53,381.69	\$0.00	\$0.00	\$3,381,69	100.00%	\$0.00	
113	Pipe Testing	LS	1	0.00	\$23,353.74	\$23,353.74	\$23,353,74	\$0.00	\$0.00	\$23,353.74	100.00%	\$0.00	
Α,	EARTHWORK General Conditions												
114	Mobilization	LS	1	0.00	\$281,017.11	\$281,017,11	\$281,017,11	\$0,00	\$0.00	\$281,017.11	100,00%	\$0.00	\$14,050,88
115	Payment and Performance Bond	LS	1	0.00	\$4,873.10	\$4,873.10	54,873,10	\$0.00	\$0.00	\$4,873.10	100.00%	\$0.00	CONTROL OF SCHOOL
116	Survey	LS	1	0.00	\$29,637,56	\$29.637.56	\$29,637,56	\$0.00	50.00	\$29,637.56	100.00%	\$0.00	The state of the state of
117	As-builts	LS	1	0.00	\$6,612,08	\$6,612,08	\$6,545,93	\$66,15	\$0.00	\$6,612.08	The second second	\$0.00	COMMENTS:
В.	Soil Erosion Control			1,000		77.0.12.02	\$0,0,0,00	400.10	40.00	\$5,012.00	100,0078	30,00	3330,50
118	SWPPP Weekly Inspection and Maintenance	LS	1	0.00	\$160,990,12	\$160,990.12	\$160,990.12	\$0.00	\$0.00	\$160,990,12	100,00%	\$0.00	\$8,049,51
	Silt Fence	LF	5565	0.00	\$0.94	\$5,231,10	\$5,231,10	\$0.00	50.00	\$5,231.10	100.00%	\$0.00	474,000,000
120	Inlet Protection	EA	59	0.00	\$110.00	\$6,490.00	\$6,490.00	\$0,00	\$0.00	\$6,490.00	100.00%	\$0.00	
121	Soil Tracking Device	EA	2	0.00	\$4,422,59	\$8,845,18	\$8,845,18	\$0.00	\$0.00	\$8,845.18	100.00%	\$0.00	\$442.26
122	Floating Turbidity Barrier	LF	155	0.00	\$40.15	\$6,223.25	\$6,223.25	\$0.00	\$0.00	\$6,040.18	Tarabana Ja	1,750,70	5476394049
C.	Earthwork		100	0.00	540.13	90,223.23	90,223.23	30.00	\$0.00	\$0,223.25	100.00%	\$0.00	\$311,16
123	Clearing and Grubbing	LS	1	0.00	\$99,055.02	\$99,055.02	\$99,055.02	\$0.00	\$0.00	\$99,055.02	100.00%	\$0.00	\$4,952,75
124	Import Fill Material	CY	8459	0.00	\$16.24	\$137,374.16	\$137,374.16	\$0.00	\$0.00	\$137,374.16	100,00%	\$0.00	\$6,868.71
125	Site Grading	LS	1	0.00	\$7,823.43	\$7,823.43	\$7,823.43	\$0.00	\$0.00	\$7,823.43	100.00%	\$0.00	\$391,17
126	Seed and Mulch	SY	10144	0.00	\$1.08	\$10,955.52	\$0.00	\$0.00	30.00	\$0.00	0.00%	\$10,955.52	
	SANITARY SEWER												
A.	General Conditions												
127	Mobilization	LS	1	0.00	\$281,017,11	\$281,017.11	\$281,017.11	\$0.00	\$0.00	\$281,017,11	100.00%	\$0.00	\$14.050.86
128	Payment and Performance Bond	LS	1	0.00	\$18,163.64	\$18,163.64	\$18,163,64	\$0.00	\$0.00	\$18,163,64	100,00%	\$0.00	\$908.18
129	Survey	LS	1	0.00	\$29,637,56	\$29,637,56	\$29,637,56	\$0.00	\$0.00	\$29,637,56	100.00%	\$0.00	200000000000000000000000000000000000000
130	As-builts	LS	1	0.00	\$6,612,08	\$6,612,08	\$6,413,70	\$198.38	\$0.00	\$6,612.08	100.00%	\$0.00	111.000.000.000.000
В.	Soil Erosion Control									70,7.2.3		40.00	
131													
C.	Earthwork												
132	Stockpilling & Replacement of Soil Below Cap	CY	500	0.00	\$116,63	\$58,315.00	\$58,315.00	\$0.00	\$0,00	\$58,315,00	100.00%	\$0.00	\$2.915.75
	Dewatering	LS	1	0.00	\$152,170.03	\$152,170.03	\$152,170.01	\$0.00	\$0.00	\$152,170.01	100.00%	\$0.02	A STATE OF THE STATE OF
D.	Sanitary Sewer			1	1.52,170.00	e, 122, 17 3.00	- Comment of the Comm	20,00	90.00	5102,110.01	100.00%	90.02	47,000,00
	2" Ductile Iron Pipe	LF	72	0.00	\$29.39	\$2,116.08	\$2,116,08	\$0.00	\$0.00	\$2,116.08	100.00%	\$0.00	\$105.80
	4" Ductile Iron Pipe	LF	1332	0.00	\$36.38	\$48,458.16	\$48,458.16	\$0.00		\$48,458,16	100.00%	30.000	52-31 F-32 1 F-34
	6" PVC Pipe	LF	46	0.00	\$43,29	\$1,991.34	\$1,991.34	\$0.00	-		404/11/2000	\$0.00	1.5
	8" PVC Pipe	LF		0.00				700000	-	\$1,991.34	100.00%	\$0.00	\$99.57
101	io i io ripe	LP	2577	0.00	\$72.80	\$187,605.60	\$187,605.60	\$0.00	\$0.00	\$187,605.60	100.00%	\$0.00	\$9,380,28

Α	В					C	D	Æ	F	G		Н	1
ITEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS PERIOD	UNIT PRICE	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE TO	
NO.				PERIOD		VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	STORED TO DATE (D+E+F)	(G/C)	FINISH (C-G)	RETAINAGE
138	10" PVC Pipe	LF	650	0.00	\$85,51	\$55,581.50	\$55,581.50	\$0,00	50.00	\$55,581.50	100.00%	\$0.00	\$2,779.08
139	12" PVC Pipe	LF	270	0,00	\$104.31	\$28,163.70	\$28,163.70	\$0.00	\$0.00	\$28,163,70	100.00%	\$0.00	\$1,408.19
140	16" PVC Pipe	LF	293	0.00	\$154.80	\$45,356.40	\$45,356,40	\$0.00	\$0.00	\$45,356.40	100.00%	\$0.00	\$2,267.82
141	4" 11.25 Deg Bend	EA	1	0,00	\$618.39	\$618.39	\$618.39	\$0,00	\$0.00	\$618.39	100.00%	\$0.00	\$30.92
142	4", 22.5 Deg Bend	EA	1	0.00	\$624.25	\$624.25	\$624.25	\$0.00	\$0.00	\$624.25	100.00%	\$0.00	\$31.2
143	4", 45 Deg Bend	EA	19	0.00	\$668,46	\$12,700,74	\$12,700.74	\$0.00	50.00	\$12,700.74	100.00%	\$0,00	\$635,04
144	4", 90 Deg Bend	EA	1	.00,00	\$655,06	\$655.06	\$655,06	\$0.00	50.00	\$655.06	100.00%	\$0.00	532.78
145	4" Gate Valve	EA	2	0.00	\$1,364.52	\$2,729.04	\$2,729.04	\$0.00	\$0.00	\$2,729.04	100.00%	\$0.00	\$136.45
146	6' Cap	EA	1	0.00	\$590.73	\$590.73	\$590.73	\$0,00	\$0.00	\$590.73	100,00%	\$0.00	\$29.5
147	6" Cleanout	EA	1	0.00	\$1,283,44	51,283,44	\$1,283,44	\$0.00	\$0.00	\$1,283.44	100.00%	\$0.00	564,17
148	6" x 6" Wye Fitting	EA	1	0.00	\$610.05	\$610,05	\$610.05	\$0.00	\$0.00	\$610.05	100.00%	\$0.00	\$30.50
149	4" Cap and Plug	EA	2	0.00	\$502.69	\$1,005.38	\$1,005.38	\$0.00	\$0.00	\$1,005.38	100.00%	\$0.00	\$50.2
150	Sanitary Manhole	EA	29	0.00	\$9,589.10	\$278,083.90	\$278,083,89	\$0.00	\$0.00	\$278,083,89	100.00%	\$0.01	\$13,904,1
151	Sanitary Service Laterals	EA	1	0.00	\$1,811.25	\$1,811.25	\$1,811,25	\$0,00	\$0.00	\$1,811,25	100.00%	\$0,00	\$90,5
152	JEA Lift Station	EA	1	0.00	\$983,061.86	\$983,061.86	\$983,061,86	\$0.00	\$0.00	\$983,061,86	PLANTAGON ST.	\$0.00	
153	Private Pump Station	A	1	0.00	\$618,725.55	\$618,725.55	\$618,725.55	\$0.00	\$0,00	\$618,725,55	100.00%	\$0.00	\$30,936,2
154	Private Pump Ou Box	EA	2	0.00	\$4,807.20	\$9,614,40	\$9,614,40	\$0,00	\$0.00	\$9,614.40	100.00%	\$0.00	\$480.72
155	Connect to Existing	LS	1	0.00	\$8,770.89	\$8,770.89	\$8,770.89	\$0.00	50.00	\$8,770.89	100.00%	\$0.00	\$438,54
156	Connect to New MH	EA	3	0.00	\$5,269.79	\$15,809.37	\$15,809,37	\$0.00	\$0.00	\$15,809,37	100.00%	\$0.00	\$790,47
	STORMWATER												
Α.	General Conditions												
157	Mobilization	LS	1	0.00	\$281,017.11	\$281,017.11	\$281,017.11	\$0.00	\$0.00	\$281,017.11	100.00%	\$0.00	\$14,050,88
158	Payment and Performance Bond	LS	1	0.00	\$9,880.65	\$9,880.65	\$9,880,65	\$0.00	\$0.00	\$9,880.65	100.00%	\$0.00	\$494.00
159	Survey	LS	1	0.00	\$29,637.56	\$29,637.56	\$29,637,56	\$0,00	\$0.00	\$29,637.56	100.00%	\$0.00	\$1,481.88
160	As-builts	LS	1	0.00	\$6,612.08	\$6,612,08	\$6,281,43	\$0.00	\$0.00	\$6,281,43	95.00%	\$330.65	\$314.0
B.	Soil Erosion Control												
161										1			
C.	Earthwork									10			
162	Stockpilling & Replacement of Soil Below Cap	CY	1150	0.00	\$113.46	\$130,479.00	\$130,479.00	\$0.00	\$0.00	\$130,479.00	100.00%	\$0.00	\$6,523.98
163	Dewatering	LS	1.	0.00	\$143,166.89	\$143,166,89	\$143,166,89	\$0.00		\$143,166.89	40-201-0-4	\$0,00	\$7,158.34
D.	Storm Drainage								-		NSTRONGE !		
164	15" HP Pipe	LF	331	0.00	\$63,69	\$21,081.39	\$21,081.39	\$0.00	\$0.00	\$21,081,39	100.00%	\$0.00	\$1,054,07
165	18" HP Pipe	LF	1322	0.00	\$75.42	\$99,705.24	\$99,705.24	\$0.00	1000	\$99,705.24	100.00%	50.00	\$4,985.26
166	24" HP Pipe	LF	441	0.00	\$96,15	\$42,402.15	W. C. O. C.	\$0,00	19.003.0.	260000000000000000000000000000000000000	Section of the second	50.00	\$2,120,11

A	В					С	D	E	F	G		Н	1
ITEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS PERIOD	UNIT PRICE	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE TO	
NO.				PERIOD		VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	(G/C)	FINISH (C-G)	RETAINAG 5%
	30" HP Pipe	LF	503	0.00	\$131.54	\$66,164.62	\$66,164,62	\$0.00	\$0.00	\$66,164.62	100,00%	\$0,00	\$3,308.2
	36" HP Pipe	LF	407	0.00	\$160,86	\$65,470.02	\$65,470.02	\$0.00	\$0.00	\$65,470.02	100.00%	\$0.00	\$3,273.5
169	42" HP Pipe	LF	124	0.00	\$201.86	\$25,030,64	\$25,030.64	\$0.00	\$0,00	\$25,030,64	100.00%	\$0,00	\$1,251,5
170	48" HP Pipe	LF	821	0,00	\$270.42	\$222,014.82	\$222,014,82	\$0.00	\$0.00	\$222,014.82	100,00%	\$0,00	\$11,100.7
171	Valley Gutter Type "V" Inlet	EA	9	0,00	\$7,137.31	\$64,235.79	\$64,235.79	\$0.00	\$0.00	\$64,235.79	100.00%	\$0.00	\$3,211.7
172	Type "J-1" Manhole	EA	3	0.00	\$5,719,45	\$17,158,35	\$17,158.35	\$0.00	50.00	\$17,158.35	100.00%	\$0.00	\$857.9
173	Type "J-1-B" Manhole	EA	2	0.00	\$8,785,29	\$17,570.58	\$17,570.58	\$0.00	\$0.00	\$17,570.58	The same of the sa	\$0.00	
174	Type "J-1-C" Manhole	EA	4	0.00	\$10,240.18	\$40,960,72	\$40,960.72	\$0.00	\$0.00	540,960.72	Section 1	\$0.00	1997.695
175	Type "J-1-D" Manhole	EA	1	0.00	\$12,570.22	\$12,570.22	\$12,570.22	\$0.00	\$0.00	\$12,570.22	THE PROPERTY.	\$0.00	1.5 (51.5 (51.4 (5
176	Type "C" Inlet	EA	10	0.00	\$2,910.63	\$29,106.30	\$29,106,30	\$0.00	\$0.00	\$29,106.30	100000000000000000000000000000000000000	\$0.00	Mar august
	Standard Curb Inlet	EA	14	0.00	\$6,141.27	\$85,977.78	\$85,977.78	\$0.00	\$0.00	-20 4/1-22/10	-		190,000,000
_	Curb Inlet w/ "J-1-B" Bottom	EA	4	0.00	\$7,074.04	\$28,296.16	\$28,296,16	\$0.00	\$0.00	\$85,977,78 \$28,296,16		\$0.00 \$0.00	100000000000000000000000000000000000000
179	Curb Inlet w/ "J-1-C" Bottom	EA	6	0.00	\$9,770.09	\$58,620,54	\$58,620,54	\$0.00	50.00	\$58,620.54	100.00%	\$0.00	1000
180	Curb Inlet w/ "J-1-D" Bottom	EA	3	0.00	\$12,348.91	\$37,046.73	\$37,046.73	\$0.00	\$0.00	\$37,046,73	In Billion of the Park	\$0.00	
181	Storm Sewer TV Inspection Report	LS	1	0.00	\$14,009.16	\$14,009.16	\$14,009,16	\$0.00	50.00	\$14,009.16	ALL DESCRIPTION OF THE PARTY OF	\$0.00	
182	48° Collar	EA	1	0.00	\$3,150.76	\$3,150.76	\$3,150.76	\$0.00	\$0.00	\$3,150.76		\$0,00	100000000000000000000000000000000000000
	ELECTRICAL							- 1					
A.	General Conditions					10000							
183	Mobilization	LS	1	0.00	\$93,672.39	\$93,672.39	\$93,672.39	\$0.00	\$0.00	\$93,672.39	100.00%	\$0.00	\$4,683.6
184	Payment and Performance Bond	LS	1.	0.00	\$16,011.87	\$16,011.87	\$15,011.87	\$0.00	\$0.00	\$16,011.87	100.00%	\$0.00	\$800.5
185	Survey	LS	1	0.00	\$9,879.18	\$9,879.18	\$9,879,18	\$0.00	\$0.00	\$9,879.18	100.00%	\$0.00	\$493.9
186	As-builts	LS	1	0.00	\$2,204.03	\$2,204.03	\$2,204.02	\$0.00	\$0.00	\$2,204.02	100:00%	\$0,01	\$110.2
B.	Soil Erosion Control												
187													
C.	Earthwork												
188	Stockpiling & Replacement of Soil Below Cap	CY	1200	0.00	\$116.64	\$139,968.00	\$139,968.00	\$0.00	50.00	\$139,968.00	100.00%	\$0.00	\$6,998.4
THE R. P. LEWIS CO., LANSING	Electric												
The state of the last	5-2" Conduit (Elect, Lands, Lights)	LF	9780	0.00	\$73.34	\$717.265.20	\$717,265,20	\$0.00	\$0.00	\$717,265.20	The State of the Land Street	\$0.00	\$35,863.2
	1-2" Conduit (Landscape Bed)	LF	8640	0.00	\$14.55	\$125,712.00	\$37,152.00	\$0.00	\$0.00	\$37,152.00	and the same	\$88,560.00	\$1,857.6
AASM.	2-2" Conduit	LF	700	0.00	\$22.12	\$15,484.00	\$6,175.00	\$0,00	\$0.00	\$6,175.00	39.88%	\$9,309.00	
	Small Handhole	EA	31	0.00	\$4,446,99	\$137,856.69	\$137,856,69	\$0.00	\$0.00	\$137,856.69	100,00%	\$0.00	100000000000000000000000000000000000000
	Parking Lot Pole (SD1)	EA	3	0.00	\$10,362.00	\$31,085,00	\$10,362.00	\$0.00	\$0,00	\$10,362.00	33.33%	\$20,724,00	Care a contract
	Parking Lot Pole (SD2)	EA	2	0.00	\$12,446.50	\$24,893.00	\$24,893.00	\$0.00	\$0.00	\$24,893.00	100.00%	\$0.00	ACCEPTANCE AND A
195	JEA Primary Contingency	LS	1	0.00	\$1,200,000.00	\$1,200,000.00	\$1,200,000,00	\$0.00	\$0.00	\$1,200,000.00	100.00%	\$0.00	
	ORIGINAL CONTRACT TOTAL					\$11,082,035.19	\$10,608,238.43	\$15,137.29	\$0.00	\$10,623,375.72	95.86%	\$458,659.47	\$531,169.4

TEM	B DESCRIPTION OF WORK	100-	0714	QTY THIS	UNITEDIAL	C	D	E	F	G		Н	
NO.	DESCRIPTION OF WORK	UNIT	QTY	PERIOD	UNIT PRICE	SCHEDULED	WORK CO		MATERIALS	TOTAL	%	BALANCE TO	
NO.						VALUE	APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	STORED TO DATE (D+E+F)	(G/C)	FINISH (C-G)	RETAINAGE
	CHANGE ORDERS	100											
012		LF	140	0.00	-\$9.43	-\$1,320.20	-\$1,320.20	\$0.00	50.00	-\$1,320.20	100.00%	\$0,00	-\$66.0
013		LF	360	0.00	-\$15,63	-\$5,626,80	-\$5,626,80	\$0.00	50.00	-\$5,626.80	100.00%	\$0.00	-\$281,29
014	6" DI Pipe CO #1	LF	40	0.00	-\$32.40	-\$1,296.00	-\$1,296.00	\$0,00	\$0.00	-\$1,296.00	100,00%	\$0.00	5-25-37 - 25
015	8" Bell Resistant CO #1	EA	8	0.00	-\$111.30	-\$890.40	-5890.40	\$0.00	30.00	-\$890,40	100 00%	\$0.00	1,500,000,000
016	12" C-900 PVC Pipe CO #1	LF	3940	0.00	-\$59.81	-\$235,651.40	-\$235,651.40	\$0.00	50.00	-\$235,651.40	100.00%	\$0.00	-\$11,782.5
017	12" DI Pipe CO #1	LF	400	0.00	-\$76.45	-\$30,580.00	-\$30,580.00	\$0.00	\$0.00	-\$30,580.00	100.00%	\$0.00	-\$1,529.0
018	16" C-905 PVC Pipe CO #1	LF	1020	0.00	-\$110.30	-\$112,506.00	-\$68,056,10	\$0.00	\$0.00	-\$68,D55.10	60.49%	-\$44,450.90	-\$3,402.7
019	20"X16" Tapping Sleeve and Valve CO #1	EA	1	0.00	-\$14,218.84	-\$14,218.84	-514,218,84	\$0.00	\$0,00	-\$14,218.84	100,00%	\$0.00	-\$710.9
020	4" Valve CO #1	EA	4	0.00	-\$745.18	-\$2,980.72	-\$2,980.72	\$0.00	\$0.00	-\$2,980,72	100.00%	\$0.00	-\$149.0
021	6" Valve CO #1	EA	14	0.00	-\$919,02	-\$12,866.28	-\$12,866,28	\$0.00	\$0,00	-\$12,866,28	100.00%	\$0.00	-\$643.2
9022	12" Valve CO #1	EA	43	0,00	-\$2,574.64	-\$110,709.52	-\$110,709,52	\$0.00	50.00	-\$110,709.52	100.00%	\$0.00	
023	16" Gate Valve CO #1	EA	4	0.00	-\$5,250.18	-\$21,000.72	-\$21,000,72	\$0.00	\$0.00	-\$21,000.72	100.00%	\$0.00	-\$1,050.0
9025	16" Sleeve CO #1	EA	1	0.03	-\$1,294.26	-\$1,294.26	-\$1,294.26	\$0.00	\$0.00	-\$1,294.26	100.00%	\$0.00	-364.7
026	16" Vert 45 Bend CO #1	EA	5	0.00	-\$2,713.60	-\$13,568.00	-\$13,568,00	\$0.00	50.00	-\$13,568.00	100.00%	\$0.00	-\$678.4
027	16"-45 Bend CO #1	EA	3	0.00	-\$1,356.80	-\$4,070.40	-\$4,070.40	\$0.00	50.00	-\$4,070.40	100.00%	\$0.00	-\$203.5
028	16" -22/5 Bend CO #1	EA	3	0.00	-\$1,331,36	-\$3,994.08	-53,994.08	\$0.00	\$0.00	-\$3,994.08	100,00%	\$0.00	-\$199.7
029	16" X 16" Tee CO #1	EA	1	0.00	-\$2,323.52	-\$2,323.52	-52,323,52	\$0.00	\$0.00	-\$2,323,52	100.00%	50.00	-\$116.1
1030	16" X 12" Tee CO #1	EA	2	0.00	-\$1,881.50	-\$3,763.00	-\$3,763.00	\$0.00	\$0.00	-\$3,763.00	100.00%	\$0.00	-\$188.1
9031	16" X 6" Tee CO #1	EA	2	0.00	-\$1,233.84	-\$2,467.68	-\$1 233.84	\$0.00	\$0.00	-\$1,233.84	50.00%	-\$1,233.84	-\$61.6
9032	16" X 12" Reducer CO #1	EA	1	0.00	-\$958.24	-\$958.24	-\$958.24	\$0.00	50.00	-\$958.24	100.00%	\$0.00	-\$47.9
9033	12" -45 Bend CO #1	EA	97	0.00	-\$727,43	-\$70,560.71	-\$61.831.55	\$0.00	\$0.00	-\$61,831,55	87.63%	-\$8,729.16	
9034	12" -22.5 Bend CO #1	EA	4	0.00	-\$634.94	-\$2,539,76	-52.539.76	\$0.00	\$0.00	-\$2,539.76	100.00%	\$0.00	-\$126.9
9035	12" Tee CO #1	EA	1	0.00	-\$1,070.60	-\$1,070.60	-\$1,070,60	\$0.00	\$0.00	-\$1,070,60	100.00%	\$0.00	-\$53.5
9036	12" X 12" Tee CO #1	EA	18	0.00	-\$1,176.08	-\$21,169.44	-\$18,817,28	\$0.00	50.00	-\$18,817,28	88.89%	-\$2,352,16	-\$940.8
9037	12" X 6" Tee CO #1	EA	10	0,00	-\$791.82	-\$7,918.20	-\$7.918.20	\$0.00	\$0.00	-\$7.918.20	100.00%	\$0.00	-\$395.9
9038	12" X 4" Tee CO #1	EA	4	0.00	-\$776.98	-\$3,107.92	-\$3,107,92	\$0.00	\$0.00	-\$3,107,92	100.00%	\$0.00	-\$155.4
9039	12" X 6" Reducer CO #1	EA	1	0.00	-\$429.30	-\$429.30	-\$429.30	\$0.00	50.00	-\$429.30	100.00%	\$0.00	-\$21.4
9040	12" Cap CO #1	EA	18	0.00	-\$385.70	-\$6,582.60	-\$5 651.20	\$0.00	30.00	-\$5.851.20	88.89%	-\$731.40	-\$292.5
0041	6" Sleeve CO #1	EA	1	0.00	-\$258.64	-\$258.64	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	-\$258.64	\$0.D
042	6" -90 Bend CO #1	EA	2	0.00	-\$270,30	-\$540.60	-\$540.60	\$0.00	\$0.00	-\$540.60	100.00%	\$0,00	-\$27.0
0043	6" -45 Bend CO #1	EA	8	0.00	-\$367.82	-\$2,942.56	-52,206,92	\$0.00	30.00	-\$2,206,92	75.00%	-\$735.64	-\$110.3
0044	6" -22.5 Bend CO #1	EA	-1	0.00	-\$237,44	-\$237.44	-\$237,44	\$0.00	\$0,00	-\$237.44	100,00%	\$0.00	-S11.8
9045	6" Cap CO #1	EA	1	0.00	-\$154,76	-\$154.76	-\$154.76	\$0,00	\$0.00	-\$154.76	100.00%	\$0.00	-\$7.7
046	4" -45 Bend CO #1	EA	10	0.00	-\$179.14	-\$1,791,40	-51,791,40	\$0.00	\$0.00	-\$1,791.40	100 00%	\$0.00	-\$89.5
047	4" Cap CO #1	EA	4	0.00	-\$117.66	-\$470.64	-\$470.64	\$0.00	\$0.00	-\$470.64	100.00%	\$0.00	-\$23.5
048	2" Corp Stop CO #1	EA	6	0.00	-\$327.54	-\$1,965.24	-\$1,985.24	\$0.00	\$0.00	-\$1,965.24	100.00%	\$0.00	-\$98.28
049	Irrigation Service w/BFP CO #1	EA	6	0.00	-\$1,862.07	-\$11,172.42	-\$11,172.42	\$0.00	50.00	-\$11,172.42	100.00%	\$0.00	-\$558,60
050	2" PVC Pipe CO #1	LF	100	0.00	-\$4.45	-\$445.00	-5320.40	\$0.00	\$6.00	-\$320.40	72.00%	-\$124.60	-\$16.00
9051	4" PVC Pipe CO #1	LF	240	0.00	-\$8.81	-\$2,114.40	-51,762.00	\$0.00	\$0.00	-\$1,762.00	83.33%	-\$352.40	-588.09
9052	6" PVC Pipe CO #1	LF	1372	0.00	-\$8.30	-\$11,387.60	-\$921.30	\$0.00	\$0.00	-\$921.30	8.09%	-\$10,466.30	-\$46.0
9053	8" PVC Pipe CO #1	LF	2856	0.00	-\$14.94	-\$42,668,64	-\$42,205,50	\$0.00	50.00	-\$42,205,50	98.91%	-\$463.14	-\$2,110.21
9054	10" PVC Pipe CO #1	LF	1690	0.00	-\$33.13	-\$55,989,70	-\$47,839.72	\$0.00	50.00	-\$47,839,72	and the second	-\$8,149,98	-\$2,391,9
9055	12" PVC Pipe CO #1	LF	280	0.00	-\$33,30	-\$9,324.00	-\$8,991,00	\$0.00	\$0.00	-\$8,991.00	A Company of the Company	-\$333.00	-\$449.5

A ITEM	B	-	Contract of	OTVTINA	A CONTRACTOR OF THE PARTY OF TH	C	D	E	F	G		Н	
10000	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS PERIOD	UNIT PRICE	SCHEDULED	WORK CO		MATERIALS	TOTAL	%	BALANCE TO	
NO.				LAIDD		VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT	COMPLETED AND STORED TO	(G/C)	FINISH (C-G)	RETAINAGI
							NEWS CONTRACTOR		IN D OR E)	DATE (D+E+F)		(0-0)	5%
9056	16" PVC Sewer CO #1	LF	300	0.00	-\$93.93	-\$28,179,00	-\$27,709.35	\$0.00	\$0.00	-\$27,709.35	98.33%	-\$469.65	
9057	20" Casing (JAB) CO #1	LF	65	0.00	-\$102.52	-\$6,663.80	50.00	\$0.00	50.00	\$0.00	Walt Vancor	-\$6,663,80	2.70
9058	8" PVC Pipe (JAB) CO #1	LF	180	0.00	-\$25,56	-\$4,600.80	\$0.00	\$0.00	50.00	\$0.00	A CONTRACTOR OF THE PARTY OF TH	-\$4,600.80	100000
9059	Sanitary Manhole CO #1	EA	33	0.00	-\$82,18	-\$2,711,94	-\$2,711.94	\$0.00	50.00	-\$2,711.94	100.00%	\$0.00	7 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
9060	Sanitary Service Lateral CO #1	EA	29	0.00	-\$171.41	-\$4,970.89	-54,970,89	\$0.00	50.00	\$4,970.89	100.00%	\$0.00	
9061	6" X 6" Wye Fitting CO #1	EA	29	0.00	-\$109,27	-\$3,168,83	-\$3,168.83	\$0.00	50.00	-\$3,168.83	100.00%	\$0.00	1000000
9062	6" Cap CO #1	EA	29	0.00	-\$26.59	-\$771.11	-5771.11	\$0.00	50.00	-\$771.11	100.00%	\$0.00	0.000000
9063	6" Cleanout CO #1	EA	29	0.00	-\$106.09	-\$3,076.61	-\$3,076,61	\$0.00	\$0.00	-\$3,076,61	100.00%	\$0.00	25.8300
9064	10" Gate Valve CO #1	EA	1	0.00	-\$2,096.76	-\$2,096,76	-\$2.095.76	\$0.00	\$0.00	-\$2,096.76	100:00%	\$0.00	-74 (73) AVE
9065	4" Gate Valve CO #1	EA	3	0.00	-\$744.20	-\$2,232,60	-\$1,488,40	\$0,00	\$0.00	-\$1,488.40	66,67%	-\$744.20	
9066	Private Pump Out Box CO #1	EA	1	0.00	-\$1,895.36	-\$1,895,36	-\$1,895,36	\$0.00	\$0.00	-\$1,895.36	100.00%	\$0.00	2003/01/2
9067	10" 45 Deg Bend CO #1	EA	15	0.00	-\$1,033.58	-\$16,537.28	-\$12,402,961	\$0.00	50.00	-\$12,402.96	F-101-001-001-001-001-001-001-001-001-00	-\$4,134.32	
9068	10" Cap and Plug CO #1	EA	1	0.00	-\$736,78	-\$736.78	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	-\$4,134.32	
9069	4" 90 Deg Bend CO #1	EA	1	0.00	-\$379.56	-\$379.56	-5379.56	\$0.00	\$0.00	-\$379.56	100.00%	\$0.00	
9070	4" 45 Deg Bend CO #1	EA	4	0.00	-\$359.42	-\$1,437.68	-51,437.68	\$0.00	\$0.00		100.00%		100000
9071	4" Cap and Plug CO #1	EA	3	0.00	-\$99.38	-\$298.14	-5298.14	\$0.00	\$0.00	-\$1,437.68		\$0.00	100,70
9072	15" HP Pipe CO #1	LF	388	0.00	-\$18.03	-\$6,995.64	-\$5,967,93	\$0.00	\$0.00	-\$298.14	100.00%	\$0.00	100000000000000000000000000000000000000
9073	18" HP Pipe CO #1	LF	1580	0.00	-\$23.76	-\$37,540.80	-\$31,410,72		\$0.00	-\$5,967.93	85,31%	-\$1,027.71	-5298.4
9074	24" HP Pipe CO #1	LF	494	0.00	-\$38,46	-\$18,999.24	-\$16,960.86	\$0.00		-\$31,410.72	83.67%	-\$6,130.08	100000000000000000000000000000000000000
9075	30" HP Pipe CO #1	LF	540	0.00	-\$60.36	-\$32,594,40	-\$30,361,08	\$0.00	\$0.00	-\$16,960.86	89,27%	-\$2,038.38	1872-012540
9076	36" HP Pipe CO #1	LF	400	0.00	-\$68,31	-\$27,324.00	-\$27.324.00	\$0.00	50.00	-\$30,361.08	93.15%	-\$2,233,32	4.50 (8.59)
9077	42" HP Pipe CO #1	LF	140	0.00	-\$87.74	-\$12.283.60	-\$10,879,75	\$0.00	\$0.00	-\$27,324.00	100.00%	\$0.00	100000000000000000000000000000000000000
9078	48" HP Pipe CO #1	LF	780	0.00	-\$115,01	-\$89,707.80	-\$89,707.80	\$0.00		-\$10,879.76	88.57%	-\$1,403.84	1
9079	24" HP Cap CO #1	LF	4	0.00	-\$1,120.58	Control of the Control of the	COLUMN TO THE PROPERTY OF THE PARTY OF THE P	\$0.00	\$0.00	-\$89,707.80	100.00%	\$0.00	The second second
9080	18" HP Cap CO #1	LF	2	0.00	-\$792.96	-\$4,482.32	\$6.00	\$0.00	\$0.00	\$0.00	0.00%	-\$4,482.32	
9081	Sanitary Manhole Billing Total CO #2	EA	33	0.00	-\$3,864.07	-\$1,585,92	\$0.00	\$0.00	\$0.00	\$0,00	0.00%	-\$1,585.92	
9082	JEA Lift Station CO #2	EA	1	0.00	To Charles of the Control of the Con	-\$127,514.31	-\$127,514,31	\$0.00	50,00	-\$127,514.31	100.00%	\$0.00	and the Control of th
9083	Valley Gutter Type "V" Inlet CO #2	EA	9	0.00	-\$66,802,95	-\$66,802.95	-\$66,802.95	\$0.00	50.00	-\$66,802.95	100.00%	\$0.00	5,05,000
9084	Type "J-1" Manhole CO #2	EA	3	0.00	-\$2,763,88 -\$2,398,76	-\$24,874.92	-\$24,874.92	\$0.00	50.00	-\$24,874.92	100.00%	\$0.00	
9085	Type "J-1-B" Manhole CO #2	EA	2	0.00		-\$7,196.28	-57 196,28	\$0.00	50.00	-\$7,196.28	100.00%	\$0.00	
9086	Type "J-1-C" Manhole CO #2	EA	4	0.00	-\$5,772.40	-\$11.544.80	-511,544,80	\$0.00	50.00	-\$11,544.80	100.00%	\$0.00	
9087	Type "C" Inlet CO#2	EA	19		-\$5,577,88	-\$22,311.52	-\$22,311.52	\$0.00	\$0.00	-\$22,311.52	100.00%	\$0.00	Company of the Company
9088	Standard Curb Inlet CO #2		14	0.00	-\$1,368,93	-\$26,009.67	-526,009,67	\$0.00	\$0.00	-\$26,009.67	100,00%	\$0.00	2.000200
9089	Curb Inlet w"J-1-B" Bottom CO #2	EA	4	0.00	-\$2,291.96	-\$32,087.44	-\$32,087.44	\$0.00	\$0.00	-\$32,087.44	100.00%	\$0.00	2.000.000
9090	Curb Inlet w/"J-1-C" Bottom CO #2	EA	700	0,00	-\$2,631.08	~\$10,524.32	-\$10,524,32	\$0.00	\$6,00	-\$10,524.32	100.00%	\$0.00	1
9091	Curb Inlet w/"J-1-D" Bottom CO #2	EA	7	0.00	-\$4,869.87	-\$34,089.09	-\$34,089,09	\$0.00	50,00	-\$34,089.09	100.00%	\$0.00	7.14.3140.3433.4
9092	Fire Hydrant CO #1	EA	4	0.00	-\$6,341.08	-\$25,364.32	-\$25,364.32	\$0.00	\$0.00	-\$25,364.32	100.00%	\$0.00	-\$1,268.2
9093	General Conditions Billing Total CO #3	EA	11	0.00	-\$2,227.27	-\$24,499.97	-\$24,499,97	\$0.00	\$0.00	-\$24,499.97	100.00%	\$0.00	-51,224.9
9095	Excavate Contaminated Material CO #3	LS	1	0.00	\$85,321.64	\$85,321.64	\$85,321.64	\$0.00	\$0,00	\$85,321.64	100.00%	\$0.00	
	Concrete Foundation Demo & SP CO #3	CY	2698	0.00	\$7.50	\$20,235,00	\$20,235.00	\$0.00	50.00	\$20,235.00	100.00%	\$0.00	
9096		TN	6258	0.00	\$29.50	\$184,611.00	\$184,611,00	\$0.00	50.00	\$184,611.00	100,00%	\$0.00	
9097	On Site Crushing CO #3	TN	6258	0.00	\$15,50	\$96,999,00	\$96,999.00	\$0.00	\$0,00	\$96,999.00	100.00%	\$0.00	-
9098	Backfill From SP-in Place Vol CO #3	CY	2698	0.00	\$10.50	\$28,329.00	\$28,329,00	\$0.00	\$0.00	\$28,329.00	100.00%	\$0.00	\$1,416.4
9099	Backfill From Imported CO #3	CY	5125	0.00	\$16.24	\$83,230.00	\$83,230.00	\$0.00	50.00	\$83,230.00	100:00%	\$0.00	\$4,161.5
9100	Dewater Exc, Demo & Backfill CO #3	DA	52	0.00	\$2,546.00	\$132,392.00	5132,392.00	\$0.00	-\$0.00	\$132,392.00	100.00%	\$0.00	\$6,619.6
9101	JEA Discharge Fee CO #3	GA	9360000	5.00	\$0.01	\$93,600.00	\$93,600.00	\$0.00	\$0.00	\$93,600.00	100.00%	\$0.00	\$4,680.0
9102	Credit-Stab Mat For CDD CO #3	TN	2250	0,00	-\$7.20	-\$16,200.00	-516,200.00	\$0.00	\$0.00	-\$16,200.00	100.00%	\$0.00	-\$810.00
9103	Credt-Stab Mat For CRA CO #3	TN	2500	0.00	-\$7.20	-\$18,000.00	-\$18,000.00	\$0.00	50.00	-\$18,000.00	100.00%	\$0.00	-\$900.00

Α	В					C	D	E	F	G		H	- 1
TEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS	UNIT PRICE	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE TO	
NO.				PERIOD		VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	STORED TO DATE (D+E+F)	(G/C)	FINISH (C-G)	RETAINAGE 5%
9104	Credit-8" Base Prudential CO #3	TN	1295	0.00	-\$7,20	-\$9,324.00	-59.324.00	\$0.00	50.00	-\$9,324.00	100.00%	\$0.00	-\$466.2
9105	4in Watermain on Prudential CO #4	LS	1	0.00	\$43,794.89	\$43,794.89	\$43,794,89	\$0.00	\$0.00	\$43,794.89	100.00%	\$0.00	\$2,189.7
9106	P&P Bond Roadways CO #5	LS	1	0.00	-\$1,719.95	-\$1,719.95	-\$1,719.95	\$0.00	\$0.00	-\$1,719.95	100,00%	\$0.00	-\$85,9
9107	P&P Bond Conc Slab Removal CO #5	LS	1	0.00	\$10,066.68	\$10,066.68	\$10,066.68	\$0.00	\$0.00	\$10,066.68	100.00%	\$0.00	\$503.3
9108	Liability Ins Roadways CO #5	LS	1	0.00	\$2,834.20	\$2,834.20	52,834.20	\$0.00	50.00	\$2,834.20	100.00%	\$0.00	\$141,7
9109	8" Roadway Base CO #5	SY	1074	0.00	\$16,68	\$17,914.32	\$17,914.32	\$0.00	\$0.00	\$17,914.32	100.00%	\$0.00	\$895.7
9110	Prime CO #5	SY	1074	0.00	\$0,69	\$741,06	\$741.06	\$0.00	\$0.00	\$741.06	100.00%	\$0.00	\$37.0
9111	Asphalt 2" CO #5	SY	1074	0.00	\$15,32	\$16,453.68	\$8,226,84	\$0.00	\$0.00	\$8,226,84	50,00%	\$8,226.84	\$411.3
9112	Vehicular Paver Slab CO #5	SY	-1074	0.00	\$157.29	-\$168,929.46	+\$168,929,46	\$0,00	\$0.00	-\$168,929.46	100 00%	\$0.00	-\$8,446.4
9113	Soft Digs CO #5	LS	1	0.00	\$6,997.83	\$6,997.83	56,997,83	\$0.00	50,00	\$6,997.83	100.00%	\$0.00	\$349.8
9114	T&M Locate Slab CO #5	LS	1	0.00	\$12,153.27	\$12,153.27	\$12,153.27	\$0.00	50.00	\$12,153.27	100.00%	\$0.00	\$607.6
9115	P&P Bond Potable H2O CO #5	LS	1	0.00	\$754.56	\$754.56	\$754.56	\$0.00	\$0.00	\$754.56	100.00%	\$0.00	\$37.7
9116	Liability Ins CO #5	LS	1	0.00	\$2,834.20	\$2,834.20	52,834,20	\$0.00	\$0.00	\$2,834.20	100.00%	\$0.00	\$141.7
9117	4" PVC Pipe CO #5	LF	5	0.00	\$33.88	\$169.40	\$169.40	\$0.00	\$0.00	\$169,40	100.00%	\$0.00	\$8.4
9118	6" C-900 PVC Pipe CO #5	LF	65	0.00	\$44.30	\$2,879.50	\$2,879,50	\$0,00	50,00	\$2,879.50	100:00%	\$0.00	\$143.9
9119	12" C-900 PVC Pipe CO #5	LF	-4257	0.00	\$98.01	-\$417,228.57	-\$417,228.57	\$0,00	50,00	-\$417,228.57	100,00%	\$0.00	-\$20,861,4
9120	12" C-900 PVC Pipe CO #5	LF	3377	0.60	\$98,01	\$330,979,77	\$330,979,77	\$0.00	50.00	\$330,979.77	100.00%	\$0.00	\$16,548,9
9121	12" 45 Bend CO #5	EA	-67	0,00	\$1,244.50	-\$83,381.50	-\$83,381.50	\$0.00	\$0.00	-\$83,381.50	100.00%	\$0.00	-\$4,169.0
122	12" -45 Bend CO #5	EA	37	0.00	\$1,244.50	\$46,046.50	\$48,048,50	\$0.00	\$0.00	\$46,046.50	100-00%	\$0.00	\$2,302.3
9123	12" Vertical 45 Bend CO #5	EA	48	0.00	\$1,244.50	\$59,736.00	\$59,736,00	\$0.00	\$0.00	\$59,736.00	100.00%	\$0.00	\$2,986.8
9124	16" Vertical 45 Bend CO #5	EA	-8	0.00	\$2,998.02	-\$23,984.16	-\$23 984.16	\$0.00	50.00	-\$23,984.16	100.00%	\$0.00	-\$1,199.2
9125	16" Vertical 45 Bend CO #5	EA	5	0.00	\$2,998.02	\$14,990,10	\$5,996.04	\$0.00	\$0.00	\$5,996.04	40.00%	\$8,994.06	\$299.8
9126	16" 11 1/4 Bend CO #5	EA	-2	0.00	\$2,358,75	-\$4,717.50	-\$4,717.50	\$0.00	\$0.00	-\$4,717.50	100.00%	\$0.00	-\$235.8
9127	16"X6" Tee CO #5	EA	-2	0.00	\$2,701.98	-\$5,403,96	50,00	\$0.00	\$0.00	\$0.00	0.00%	-\$5,403,96	\$0.0
9128	12"X6" Tee CO #5	EA	1	0.00	\$1,510,60	\$1,510.60	\$1.510.60	\$0.00	\$0.00	\$1,510.60	100.00%	\$0.00	\$75.5
9129	12" Valve CO #5	EA	-57	0.00	\$4,071.20	-\$232,058.40	-\$232,058.40	\$0.00	\$0.00	-\$232,058.40	100.00%	\$0.00	-\$11,602.9
9130	12" Valve CO #5	EA	43	0.00	\$4,071.20	\$175,061.60	\$175,061.60	\$0.00	50.00	\$175,061.60	100:00%	\$0.00	\$8,753.0
9131	Fire Hydrant CO #5	EA	2	0.00	\$6,863,55	\$13,727.10	\$13,727,10	\$0.00	\$0.00	\$13,727.10	100.00%	\$0.00	\$686.3
9132	6" Valve CO #5	EA	3	0.00	\$1,822.07	\$5,466.21	\$5,466.21	\$0.00	50.00	\$5,466.21	100.00%	\$0.00	5273.3
9133	4" Valve CO #5	EA	-5	0.00	\$1,559,37	-\$7,796.85	-57,796,85	\$0.00	\$0.00	-\$7,796.85	100.00%	\$0.00	-\$389.8
9134	4" Valve CO #5	EA	4	0.00	\$1,559,37	\$6,237.48	\$6,237,48	\$0.00	\$0.00	\$6,237.48	100,00%	\$0,00	\$311.8
135	2" Corp Stop CO #5	EA	2	0.00	\$904.53	\$1,809.06	\$1,809.06	\$0.00	50.00	\$1,809.06	100.00%	\$0.00	\$90.4
9136	Irrigation Svc w/BFP CO #5	EA	2	0.00	\$5,052.97	\$10,105.94	\$0.00	\$0.00	50.00	\$0.00	0.00%	\$10,105,94	\$0.0
137	16" Gate Valve CO #5	EA	-8	0,00	\$7,865.12	-\$62,920.96	-\$62,920.96	\$0.00	50.00	-\$62,920.96	100.00%	\$0.00	-\$3,146.0
138	16" Gate Valve CO #5	EA	5	0.00	\$7,865.12	\$39,325.60	\$39,325,60	\$0.00	50.00	\$39,325.60	100:00%	\$0.00	\$1,966.2
9139	4" 45 Deg Bend CO #5	EA	8	0.00	\$390.98	\$3,127,84	\$3,127.84	\$0.00	\$0.00	\$3,127.84	100.00%	\$0.00	\$156.3
9140	16"-45 Bend CO #5	EA	14	0.00	\$2,998.02	\$41,972.28	\$41,972.28	\$0.00	50,00	\$41,972.28	100:00%	\$0.00	\$2,098.6
9141	16"X12" Tee CO #5	EA	1	0.00	\$3,218,64	\$3,218,64	\$3,218,64	\$0.00	\$0.00	\$3,218,64	100.00%	\$0,00	\$160.9
9142	6" 90 Bend CO #5	EA	1	0.00	\$580,61	\$580,61	\$580.61	\$0.00	\$0.00	\$580,61	100.00%	\$0.00	\$29.0

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ITEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS PERIOD	UNIT PRICE	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE TO	
NO.				PERIOD		VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT	STORED TO	(G/C)	FINISH (C-G)	RETAINAGE
9143	12" Cap CO #5	EA	200	0.00	2050.00	040 400 00	200 100 100		IN D OR E)	DATE (D+E+F)			5%
9144	12" Cap CO #5	1 CHARLES	-20	200,000	\$659.66	-\$13,193.20	-\$13,193.20	\$0.00	50.00	-\$13,193.20		\$0,00	
9145	6" Cap CO #5	EA	16	0,00	\$659.66	\$10,554.56	\$10,554.56	\$0.00	\$0.00	\$10,554,56	100.00%	\$0.00	10000000
9146	12"X12" Vwer Offset CO #5	EA	1	0,00	\$397.08	\$397.08	\$397.08	\$0.00	50.00	\$397.08	ALC: NO.	\$0.00	\$19.0
100	6" X18" Vert Offset CO #5	EA	2	0.00	\$1,899,99	\$3,799.98	\$3 799.98	\$0.00	\$0.00	\$3,799.98	100,00%	\$0.00	\$190.0
9147 9148	12"X18" Vert Offset CO #5	EA	2	0.00	\$1,775.23	\$3,550.46	53,550.46	\$0,00	\$0.00	\$3,550,46	100.00%	\$0.00	\$177,
26 N. O.E.	12"X18" Vert Offset CO #5	EA	-6	0.00	\$3,380.27	-\$20,281.62	-\$20,281.62	\$0,00	\$0.00	-\$20,281.62	100.00%	\$0.00	2.75/19/07/2007
9149	And the control of th	EA	5	0.00	\$3,380.27	\$16,901.35	\$16 901.35	\$0.00	50.00	\$16,901.35	100.00%	\$0.00	\$845.
9150	6" 22.5 Deg Bend CO #5	EA	1	0.00	\$580,61	\$580.61	\$580.61	\$0.00	30.00	\$580.61	100.00%	\$0.00	\$29,
9151	6" Vertical 45 Bend CO #5	EA	4	0.00	\$580.61	\$2,322.44	\$2,322,44	\$0.00	\$0.00	\$2,322.44	100.00%	\$0.00	5116.
9152	6" Vertical 45 DIP Bend CO #5	EA	4	0.00	\$870,92	\$3,483.68	\$3,483,68	\$0.00	50,00	\$3,483.68	100.00%	\$0.00	\$174.
9153	12" 45 DIP Bend CO #5	EA	4	0.00	\$1,512,50	\$6,050.00	\$6,050.00	\$0,00	50.00	\$6,050.00	100.00%	\$0.00	\$302.8
9154	12" Vertical 45 DIP Bend CO #5	EA	4	0.00	\$1,512,50	\$6,050.00	\$6,050,00	\$0,00	\$0.00	\$6,050.00	100.00%	\$0.00	\$302,
9155	12" DIP w/Gaskets CO #5	LF	340	0.00	\$153,04	\$52,033.60	\$52,033,60	\$0.00	\$0.00	\$52,033.60	100:00%	\$0.00	\$2,601.6
9156	12"X12" DIP Tee CO #5	EA	4	0,00	\$1,925.37	\$7,701.48	\$7,701,48	\$0.00	\$0.00	\$7,701.48	100.00%	\$0.00	\$385.0
9157	12"X12" Vert DIP Offset CO #5	EA	1	0.00	\$1,899,99	\$1,899.99	\$1,899.99	\$0.00	50.00	\$1,899.99	100.00%	\$0.00	\$95.0
9158	12"X6" DIP Tee CO #5	EA	1	0.00	\$1,713.61	\$1,713.61	\$1,713.61	\$0.00	30.00	\$1,713.61	100.00%	\$0.00	\$85.5
9159	12"X6" Reducer CO #5	EA	1	0.00	\$856.81	\$856.81	\$856.81	\$0.00	50.00	\$856.81	100,00%	\$0.00	842.8
9160	16"X18" Vert Offset CO #5	EA	3	0.00	\$3,381.69	\$10,145.07	\$10,145,07	\$0.00	50.00	\$10,145,07	100,00%	\$0.00	\$507.
9161	16"X16" Sleeve CO #5	EA	1	0.00	\$24,453,31	\$24,453.31	\$24,453.31	\$0.00	\$0.00	\$24,453.31	100.00%	\$0.00	\$1,222.6
9162	6" DIP w/Gaskets CO #5	LF	40	0.00	\$115,81	\$4,632,40	34,632,40	\$0,00	50.00	\$4,632.40	100 00%	\$0,00	\$231.6
9163	Lift Station Service CO #5	EA	1	0.00	\$5,052.97	\$5,052,97	\$5,052.97	\$0.00	\$0.00	\$5,052.97	100.00%	\$0.00	\$252.6
9164	T&M Conflicts Prudential CO #5	LS	1	0.00	\$2,146,71	\$2,146.71	52.146.71	\$0.00	50.00	\$2,146,71	100.00%	\$0.00	\$107.3
9165	P&P Bond Sanitary Sewer CO #5	LS	1	0.00	-\$289.25	-\$289.25	-\$289.25	\$0.00	\$0.00	-\$289.25	100.00%	\$0.00	-\$14.4
9166	Liability Ins Sanitary Sewer CO #5	LS	1	0.00	\$2,834,20	\$2,834.20	\$2,834.20	\$0.00	\$0.00	\$2,834.20	100.00%	\$0.00	
9167	Stockpile & Replace Soil CO #5	CY	250	0.00	\$116,63	\$29,157.50	\$29,157,50	\$0.00	\$0.00	\$29,157.50	100.00%	\$0.00	
9168	Dewater CO #5	LS	1	0.00	\$18,775.00	\$18,775.00	\$18,775.00	\$0.00	50.00	\$18,775.00	100.00%	\$0.00	100000000000000000000000000000000000000
9169	4" PVC FM CO #5	LF	-1332	0.00	\$36.38	-\$48,458,16	-\$48,458,16	\$0.00	50.00			100000	
9170	4" PVC FM CO #5	LF	200	0.00	\$36.38	\$7,276.00	\$7 275 00	\$0.00	50.00	-\$48,458,16	100.00%	\$0.00	2000
9171	8" PVC Pipe CO #5	LF	-2577	0.00	\$72.80	-\$187,605.60	-\$187,605,60	\$0.00	\$0.00	\$7,276.00	100,00%	\$0.00	10000000
9172	8" PVC Pipe CO #5	LF	2240	0.00	\$72.80	\$163,072.00	\$156.083.20		1000-000	-\$187,605.60	100.00%	\$0.00	100000000000000000000000000000000000000
9173	8" PVC Pipe (DEEP) CO #5	LF	585	0.00	\$141.54	\$82,800.90	Control of the State of the Sta	\$0.00	50.00	\$156,083.20	95.71%	\$6,988.80	\$7,804,1
9174	10" PVC Pipe CO #5	LF	-650	0.00	\$85,51	-\$55.581.50	\$82,800.90	\$0.00	\$0.00	\$82,800.90	100.00%	\$0.00	\$4,140.0
9175	10" PVC Pipe CO #5	LF	1765	0.00			-\$55,581,50	\$0.00	\$0.00	-\$55,581.50	100.00%	\$0.00	The state of the s
9176	16" PVC Pipe CO#5	LF	-293	0.00	\$85.51	\$150,925.15	\$123,476.44	\$0.00	\$0.00	\$123,476.44	81.81%	\$27,448.71	\$6,173.8
9177	16" PVC Pipe CO #5	A Second		1000	\$154.80	-\$45,356.40	-\$45,356,40	\$0.00	50.00	-\$45,356.40	100.00%	\$0.00	100000000000000000000000000000000000000
	4" 11.25 Deg Bend CO #5	LF	295	0.00	\$170,00	\$50,150.00	\$50,150.00	\$0,00	50.00	\$50,150.00	100.00 0	\$0.00	
9178		EA	-1	0.00	\$618,39	-\$618,39	-5618.38	\$0.00	50.00	-\$618.39	100.00%	\$0.00	-\$30.9
9179	4" 22.5 Deg Bend CO #5	EA	-1	0,00	\$624.25	-\$624.25	-\$624.25	\$0.00	\$0.00	-\$624.25	100,00%	\$0.00	-\$31.2
9180	4" 45 Deg Bend CO #5	EA	-19	0.00	\$668.46	-\$12,700,74	-\$12,700.74	\$0.00	\$0.00	-\$12,700.74	100.00%	\$0.00	-\$635.0
9181	4" 45 Deg Bend CO #5	EA	4	0.00	\$668,46	\$2,673.84	\$2,673,84	\$0.00	50.00	\$2,673.84	100.00%	\$0.00	\$133.6
9182	6" Cap CO #5	EA	28	0.00	\$590.73	\$16,540.44	\$16,540,44	\$0.00	50.00	\$16,540.44	100,00%	\$0,00	\$827.0
9183	6° Clean Out CO #5	EA	28	0.00	\$1,283.44	\$35,936,32	\$35,936,32	\$0.00	50.00	\$35,936.32	100.00%	\$0.00	\$1,796.8
9184	6"X6" Wye Fitting CO #5	EA	28	0,00	\$610,05	\$17,081.40	\$17,081,40	\$0.00	\$0.00	\$17,081,40	100.00%	\$0.00	\$854.0
9185	Sanitary MH CO #5	EA	-29	0,00	\$9,589.10	-\$278,083.90	-\$278,083.90	\$0.00	\$0.00	-\$278,083.90	100.00%	\$0.00	-\$13,904,
9186	Sanitary MH CO #5	EA	33	0.00	\$11,200.00	\$369,600.00	\$369,500.00	\$0.00	\$0.00	\$369,600.00	100.00%	\$0.00	\$18,480.0
9187	Sanitary Service lateral CO #5	EA	27	0.00	\$1,811.25	\$48,903.75	\$48,903.75	\$0.00	50,00	\$48,903.75	100.00%	\$0.00	\$2,445.1
9188	JEA Lift Station CO #5	EA	-1	0.00	\$983,061.86	-\$983,061.86	-5983,061,86	\$0.00	\$0.00	-\$983,061.86	100.00%	\$0.00	The state of the s

A	В					С	D	E	F	G		H	1
TEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS PERIOD	UNIT PRICE	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE TO	
NO.				PERIOD		VALUE	FROM PREVIOUS APPLICATIONS	THIS PERIOD	PRESENTLY STORED (NOT	COMPLETED AND STORED TO	(G/C)	FINISH (C-G)	RETAINAGE
							The state of the s		IN D OR E)	DATE (D+E+F)		15-7	5%
9189	JEA Left Station CO #5	EA	1	0.00	\$1,150,000.00	\$1,150,000.00	31.126.999.70	\$23,000.30	50.00		100.00%	\$0.00	
9190	Private Pump Station CO #5	LS	1	0.00	-\$618,725.55	-\$618,725.55	-\$618,725,55	\$0.00	\$0.00	-\$618,725.55	100.00%	\$0.00	A CONTRACTOR OF THE PARTY OF TH
9191	Private Pump Out Box CO #5	EA	-2	0.00	\$4,807,20	-\$9,614,40	-39,614.40	\$0.00	50.00	-\$9.614.40	100.00%	\$0.00	
9192	Private Pump Out Box CO #5	EA.	1	0.00	\$4,807,20	\$4,807,20	\$4,807.20	\$0.00	\$0.00	\$4,807.20	100.00%	\$0.00	
9193	10" 22.5 Deg Bend CO #5	EA	1	0.00	\$1,425.00	\$1,425.00	51.425.00	\$0.00	\$0.00	\$1,425.00	100,00%	\$0.00	
9194	10" 45 Deg Bend CO #5	EA	12	0.00	\$1,450.00	\$17,400.00	\$17,400,00	\$0.00	\$0.00	\$17,400.00	100.00%	\$0.00	
9195	10" Gate Valve CO #5	EA	1	0.00	\$3,950.00	\$3,950.00	\$3,950.00	\$0.00	50.00	\$3,950.00	100.00%		10,000,000
9196	Air Release Valve CO #5	EA	1	0.00	\$18,935.00	\$18,935,00	\$18,935,00	\$0.00	30.00	\$18.935.00	100.00%	\$0.00	15,000,000
9197	Core & Boot Precast Sewer CO #5	LS	1	0.00	\$1,250,00	\$1,250.00	51.250.00		- Francisco		CONTRACT -	\$0.00	100000
9198	Jack & Bore Alt Op1 CO #5	LS	1	0.00	\$30,488,00	\$30,488.00	was not desired to	\$0.00	50.00	\$1,250.00	100.00%	\$0.00	The state of the s
9199	P&P Bond Stormwater CO #5	LS	1	0.00	\$201.45	\$201.45	\$30,488,00	\$0.00	\$0.00	\$30,488.00	100,00%	\$0.00	- CONTRACTOR
9200	Liability Ins Stormwater CO #5	LS	1	0.00			\$201.45	\$0.00	\$0.00	\$201.45	100,00%	\$0.00	1 (2)
9201	Cranes for Heavy Lift Storm CO #5			Service I	\$2,834.20	\$2,834.20	\$2,834.20	\$0.00	\$0.00	\$2,834.20	100.00%	\$0.00	
9202	P&P Bond Electric CO #5	LS	1	0.00	\$10,595.85	\$10,595,85	\$10,595,65	\$0,00	\$0.00	\$10,595,85	100,00%	\$0.00	\$529.79
CA-0.70		LS	1	Đ.00	\$40,16	\$40.16	\$40.16	\$0.00	\$0.00	\$40.16	100.00%	\$0.00	\$2.00
9203	Liability Ins Electric CO #5	LS	1	0.00	\$2,834.20	\$2,834.20	\$2,834,20	\$0.00	\$0.00	\$2,834.20	100.00%	\$0.00	\$141.71
9204	Parking Lot Pol (SD1) CO #5	EA	-3	0.00	\$10,362.00	-\$31,086.00	-531,086.00	\$0.00	\$0.00	-\$31,086.00	100.00%	\$0.00	-\$1,554.30
9205	Parking Lot Pol (SD1) CO #5	EA	1	0.00	\$10,362.00	\$10,362.00	310,382.00	\$0.00	50.00	\$10,362.00	100.00%	\$0.00	\$518.10
9206	Parking Lot Pol (SC1) CO #5	EA	2	0.00	\$11,700.70	\$23,401.40	\$23,401.40	\$0.00	\$0.00	\$23,401.40	100 00%	\$0.00	
9207	General Conditions CO #8	LS	1	0.00	\$82,000,00	\$82,000.00	\$82,000.00	\$0.00	30.00	\$82,000,00	100.00%	\$0.00	150000000000000000000000000000000000000
9208	MOT CO#8	LS	1	0.00	\$10,100,00	\$10,100,00	\$10,100.00	\$0.00	\$0.00	\$10,100.00	100.00%	\$0.00	
9209	Erosion & Dust Control CO #8	LS	1	0.00	\$28,710.00	\$28,710,00	528 710.00	\$0.00	\$0.00	\$28,710,00	100.00%	\$0.00	
9210	JEA Dewatering CO #8	GA	1700000	0.00	\$0.01	\$17,000.00	\$17,000.00	\$0.00	\$6.00	\$17,000.00	100.00%	\$0.00	
9211	Remove Existing Pavement CO #8	SY	1750	0.00	\$9.50	\$16,625.00	\$16,625.00	\$0.00	\$0.00	\$16,625.00	100.00%	\$0.00	
9212	Remove Existing Gravity Sewer CO #8	LF	10	0.00	\$55.00	\$550,00	\$550,00	\$0.00	50.00	\$550.00	100:00%	\$0.00	
9213	Lgt Clear & Brush Removal CO #8	LS	1	0.00	\$3,200.00	\$3,200.00	\$3,200,00	\$0.00	50.00	\$3,200.00	100.00%	\$0.00	
9214	R&R 15" Storm Pipe CO #8	LF	16	0.00	\$190.00	\$3,040.00	\$3,040,00	\$0.00	\$0.00	\$3,040.00	100.00%	\$0,00	100000000000000000000000000000000000000
9215	R&R 24" Storm Pipe CO #8	LF	16	0.00	\$245,00	\$3,920,00	\$3,920,00	\$0.00	\$0.00	\$3,920.00	100.00%	\$0.00	
9216	CaseX Repair-Reed Montana CO#8	SY	240	0.00	\$113.00	\$27,120,00	\$27 120,00	\$0.00	\$0.00	\$27,120.00	100.00%	\$0.00	\$1,356,00
9217	Mill & Resurface Montana CO #8	SY	320	0.00	\$51.00	\$16,320.00	50.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,320.00	\$0.00
9218	6" DR18 PVC Pipe CO #8	LF	15	0.00	\$260.00	\$3,900.00	\$3,900.00	\$0.00	50.00	\$3,900.00	100.00%	\$0.00	\$195.00
9219	20x6" Tap Siv & Viv CO #8	EA	1	0.00	\$12,556.00	\$12,556.00	\$12,556.00	\$0.00	50.00	\$12,556.00	100.00%	\$0.00	\$627.80
9220	Fire Hydrant CO #8	EA	1	0.00	\$6,525.00	\$6,525,00	\$5,525,00	\$0.00	50.00	\$6,525,00	100.00%	\$0.00	\$326.25
9221	6" DR18 PVC Pipe CO #8 6" Gate Valve CO #8	LF	30	0.00	\$225.00	\$6,750,00	\$6.750,00	\$0.00	50.00	\$6,750.00	100,00%	\$0,00	\$337.50
9223	Fire Hydrant CO #8	EA	1	0.00	\$1,850.00	\$1,850.00	\$1,850.00	\$0.00	\$0.00	\$1,850,00	100.00%	\$0.00	
9224	16x2" MJ Tap Cap CO #8	EA	1	0.00	\$6,525.00	\$6,525.00	\$6,525,00	\$0.00	50.00	\$6,525.00	100,00%	\$0.00	7 10 20 20 20
9225	16" DR25 PVC Pipe CO #8	EA LF	1	0.00	\$1,660.00	\$1,660,00	\$1,660.00	\$0.00	30.00	\$1,660.00	100.00%	\$0.00	100000000
9226	16" Gate Valve CO #8	EA	823	0.00	\$251.00	\$206,573.00	\$206,573.00	\$0,00	50.00	\$206,573.00	100.00%	\$0.00	
9227	20x16" Tap Slv&VIV CO #8	EA	2	0.00	\$8,965,00	\$17,930.00 \$53.318.00	\$17,930.00	50.00	50.00	\$17,930.00	100.00%	\$0.00	
9228	16" MJ 22.5 Bend CO #8	EA	1	0.00	\$2,790.00	\$2,790.00	\$53,318.00 \$2,790.00	\$0.00	50.00	\$53,318.00	100,00%	\$0.00	200000000000000000000000000000000000000
9229	16" MJ 45 Bend CO #8	EA	12	0.00	\$2,824.00	\$33,888,00	\$33,888.00	\$0.00	50.00	\$2,790,00 \$33,888,00	100,00%	\$0.00	
9230	16x6"MJ Tee CO #8	EA	1	5.00	\$3.253.00	\$3,253.00	\$3,253,90	\$0.00	\$0.00	\$3,253.00	100.00%	\$0.00	
9231	16x16" MJ Tee CO #8	EA	1	0.00	\$4,581,00	\$4,581.00	34,581,00	\$0.00	50.00	\$4,581.00	100.00%	\$0.00	
	8" DR26 Sewer Service Stubout CO #8	EA	2	0.00	\$9,500.00	\$19,000.00	\$19,000,00	\$0.00	50.00	\$19,000.00	100.00%	50.00	
9233	8" DR26 Gravity Sewer 6-8" CO #8	LF	189	0.00	\$134.00	\$25,326.00	\$25,326,00	\$0.00	50.00	\$25,326.00	100.00%	\$0.00	2.0000000000000000000000000000000000000
9234	8" DR26 Gravity Sewer 8-10" CO #8	LF	385	0.00	\$182.00	\$70,070.00	\$70,070,00	\$0.00	\$0.00	\$70,070.00	100.00%	\$0.00	
9235	15" DR26 Gravity Sewer 10-12' CO #8	LF	356	00,00	\$304.00	\$108,224.00	\$108,224,00	\$0.00	\$0.00	\$108,224.00	100.00%	\$0.00	
9236	Spectra MH Liner Repair CO #8	LS	1	0.00	\$7,121.00	\$7,121.00	\$7,121,00	\$0.00	50.00	\$7,121.00	100.00%	\$0.00	
9237	Sewer MH TypeA 6-8' CO #8	EA	1	0.00	\$12,140.00	\$12,140.00	512,140,00	\$0.00	\$0.00	\$12,140.00	The second second	\$0.00	10000000

A	В	_		-		C	D	E	F	G		H	1
ITEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS PERIOD	UNIT PRICE	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL	%	BALANCE TO	
NO.				PERIOD		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED AND	(G/C)	FINISH	RETAINAG
							APPLICATIONS		STORED (NOT	STORED TO		(C-G)	
							1933-8-396-3093		IN D OR E)	DATE (D+E+F)		1	5%
9238	Sewer MH TypeA 8-10' CO #8	EA	2	0.00	\$10,838.00	\$21,676,00	\$21,576,00	\$0,00	50.00	\$21,676.00	100.00%	\$0.00	
9239	Sewer MH TypeA Line 8-10" CO #8	EA	1	.0.00	\$16,185,00	\$16,185,00	516 185 00	\$0.00	\$0.00	\$16,185.00	White Contract Contra	\$0.00	THE RESERVE OF THE RE
9240	Sewer MH Type A 10-12' CO #8	EA	1	0.00	\$13,775.00	\$13,775.00	\$13,775.00	\$0.00	50.00	\$13,775.00	Land Street	\$0.00	14 CO.
9241	Sewer MH TypeD 10-12' CO #8	EA	1	0.00	\$19,500.00	\$19,500.00	\$19,500,00	\$0,00	50.00	\$19,500.00	100,00%	\$0,00	The second second second
9242	P&P Bond CO #8	LS	1	0.00	\$13,255.52	\$13,255,52	\$13,255.52	\$0.00	\$0.00	\$13,255,52	100,00%	\$0.00	
9243	Primary Electric Deduct CO #10	LS	1	0.00	-\$191,077.13	-\$191,077.13	-5191.077.13	\$0.00	80.00	-\$191,077,13	100.00%	\$0,00	-\$9,553,8
9244	Primary Electric ODPO CO #11	LS	1	0.00	-\$152,183.23	-\$152,183,23	-\$152,183.23	\$0.00	\$8.00	-\$152,183,23	100.00%	\$0.00	-\$7,609,1
9245	Additional Utility Toll Brothers Billing Total CO #9	LS	1	0.00	\$103,566.92	\$103,566.92	\$103,565,92	\$0.00	50.00	\$103,566.92	100.00%	\$0.00	\$5,178.3
9246	Electric Repair CO #12	LS	1	0.00	\$4,511.10	\$4,511,10	\$4,511.10	\$0.00	\$0.00	\$4,511.10	100.00%	\$0.00	\$225.5
9247	Remove & Dispose 108' Pipe/Structure CO#16	LS	1	0.00	\$3,950.00	\$3,950.00	\$3,950,00	\$0.00	\$0.00	\$3,950.00	100.00%	\$0.00	\$197.5
9248	JEA Lighting Conduit CO #13	LS	1	0.00	\$575,492.35	\$575,492.35	\$575,492.35	\$0.00	50.00	\$575,492.35	100.00%	\$0.00	\$28,774.6
9249	ODPO Deduct Lighting CO #15	LS	1	0.00	-\$100,970.00	-\$100,970.00	-\$100,970.00	\$0,00	50.00	-\$100,970.00	100.00%	\$0.00	-\$5,048.5
9250	Handholes along 2° Conduit CO #14	EA	20	0.00	\$4,446.99	\$88,939.80	\$88,939.60	\$0.00	50.00	\$88,939,80	100.00%	\$0.00	\$4,446,9
9251	Bond CO #14	LS	1	0.00	\$1,334.10	The other sections are	51,334,10	\$0.00	\$0.00	\$1,334.10		\$0,00	\$66.7
9252	Impeller CO #7	LS	1	D,00	\$8,681.25	\$8,681.25	\$8.581.25	\$0.00	50.00	\$8,681,25	100.00%	\$0.00	\$434.0
9253	Core Existing JEA MH CO #17	LS	1	0.00	\$2,137.82	\$2,137.82	\$2,137.62	\$0.00	\$0.00	\$2,137.82	100,00%	\$0.00	\$106.8
9254	ODPO LS Elec CO #18	LS	1	.00.00	-\$141,884.43	-\$141,884.43	-5141.884.43	\$0.00	90.00	-\$141,884.43	100.00%	\$0.00	-\$7,094.2
9255	Fire Hydrant CO 19	LS	1	0.00	\$3,407.40	\$3,407.40	\$3,407.40	\$0.00	50.00	\$3,407.40	100.00%	\$0.00	\$170.3
9256	Pipe to Park CO #20	LS	1	0.00	\$4,621,40	\$4,621.40	\$4,521.40	\$0.00	50.00	54,621,40	100.00%	\$0.00	5231,0
0011	General Conditions CO #23	LS	1	D.DO	\$76,590.00	\$76,590.00	\$7,859.00	\$7,659.00	50.00	\$15,318,00	20,00%	\$61,272.00	\$765.9
0021	Survey & As-Builts CO #23	LS	1	0.00	\$5,899.50	\$5,899.50	\$294,98	\$294,98	50.00	\$589,96	19,80%	\$5,309.54	\$29.4
0031	PPE CO #23	LS	1	0.00	\$1,359.88	\$1,359,88	\$57.99	\$67.99	\$0.00	\$135,98	10,00%	\$1,223.90	\$6,8
0041	Dust Control CO #23	LS	1	0.00	\$7,762.50	\$7,762.50	\$386.13	\$388.13	\$0.00	\$776.26	10.00%	\$6,985.24	\$38.8
0051	Soil Tracking Device CO #23	LS	1	0.00	\$2,567.88	\$2,567.88	\$0.00	\$855.96	50.00	\$855.96	33,33%	\$1,711.92	\$42.7
0061	Maintenance of Traffice CO #23	LS	1	0.00	\$455.40	\$455.40	\$22.77	\$22.77	\$0.00	\$45.54	10.00%	\$409.86	\$2.2
0210	2 Poly Water Main CO #23	LF	500	00,0	\$43,64	\$21,820.00	\$0,00	\$0.00	\$0.00	\$0,00	0:00%	\$21,820.00	50,0
0220	2 WM Wall Penetration CO #23	EA	3	0.00	\$2,027.15	\$6,081,45	\$0.00	\$0,00	50.00	\$0.00	0.00%	\$6,081.45	50,0
0230	2 RPZ BFP CO #23	EA.	3	0.00	\$3,582.24	\$10,746.72	30.00	\$0,00	50.00	\$0.00	D.00%	\$10,746,72	\$0.0
0240	2 Potable Water Meter Box CO #23	EA	3	0.00	\$453,58	\$1,360.74	\$0,00	\$0.00	50.00	\$0.00	0.00%	\$1,360.74	\$0.0
0250	4 DR18 PVC WM CO #23	LF.	38	0.00	\$240.15	\$9,125.70	\$0,00	\$0.00	\$0.00	\$0.00	0.00%	\$9,125.70	\$0.0
0260	4 MJ 45 Bend CO #23	EA	1	0,00	\$444,50	\$444.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$444.50	\$0.0
D265	4 MJ 90 Bend CO #23	EA	1	0.00	\$444.50	\$444.50	\$0.00	\$0.00	50 00	\$0.00	10.00%	\$444.50	\$0.0
0270	4 X 4 MJ Tee CO #23	EA	3	0.00	\$660.05	\$1,980.15	30.00	\$0.00	50.00	\$0.00	0.00%	\$1,980.15	\$0.0
0280	4 X 2 MJ Tap Cap CO #23	EA	3	0.00	\$549.00	\$1,647,00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,647.00	\$0.0
0290	6 DR18 PVC Fire Main CO #23	LF	325	0,00	\$64.86	\$21,079.50	\$0.00	\$0.00	50.00	\$0,00	0.00%	\$21,079,50	\$0.0
0300	6 Fire Main Wall Penet CO #23	EA	3	0.00	\$3,211,16		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,633,48	\$0.0
0310	6 MJ 90 Bend CO #23	EA	3	.0.00	\$656,22	\$1,968.66	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,968.66	2500,000
0320	6 X 6 MJ Tee CO #23	EA	2	D.DO	\$974.75	\$1,949.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,949,50	Sheering
0330	6 X 2 MJ Tap Cap CO #23	EA	2	0.00	\$638.55	\$1,277,10	30.00	\$0.00	30.00	\$0.00	0.00%	\$1,277.10	0.000,000
0340	12 X 6 Tapp Slv/Vlv CO #23	EA	1	0.00	\$10,062.96	\$10,062.96	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,062.96	
0350	6" Dbl Chk BFP CO #23	EA	1	0.00	\$13,365,04	\$13,365.04	\$0.00	\$0.00	\$6.00	\$0.00	0.00%	\$13,365.04	
0360	6" FDC CO #23	EA	1	0.00	\$3,787.04	\$3,787.04	\$0.00	\$0.00	50.00	\$0.00	0.00%	\$3,787.04	
0400	2" Poly Force Main CO #23	LF	336	0.00	\$36.42	\$12,237.12	\$0.00	\$0.00	\$0.00	\$0.00	0,00%	\$12,237,12	V20203
0410	2" FM Wall Penetration CO #23 4" DR18 FM CO #23	EA	3	0.00	\$2,027.15	\$6,081.45	50.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,081.45	22.57.92
0430		LF	18	0,00	\$240,15	\$4,322.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,322.70	
0440	4 X 4 Poly MJ Tee CO #23	EA	1	0.00	\$984.68	\$984.68	50.00	\$0.00	50.00	\$0.00	W00.0	\$984.68	-300
0450	4 X 2 Poly MJ Red CO #23	EA	2	0.00	\$704.69	\$1,409.38	\$0.00	\$0.00	30,00	\$0.00	0.00%	\$1,409.38	100000
0460	4" FM Pump Out. CO #23	EA	2	0.00	\$10,033,63	\$20,067.26	\$0.00	\$0.00	\$5,50	\$0.00	0.00%	\$20,067.26	10000000
2310	2" Poly Water Main CO #23	LF	278	0.00	\$43,64	\$12,131.92	50,00	\$0.00	50 50	\$0.00	0.00%	\$12,131.92	7073500
2320 2330	2" Force Main Wall Penetration CO #23 4" DR18 PVC Fire Main CO #23	EA	2	0.00	\$2,027.15		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,054.30	
7531	T DIVID LAC LIE MINI CO #52	LF	8	0.00	\$240.15	\$1,921.20	\$0.00	\$0.00	\$0.00	\$0.00	D.DO%	\$1,921.20	\$0.00

Α	В					C	D	E	F	G		н	1
ITEM	DESCRIPTION OF WORK	UNIT	QTY	QTY THIS	UNIT PRICE	SCHEDULED	WORK CO	MPLETED	MATERIALS	TOTAL	3/2	BALANCE TO	
NO.				PERIOD		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED AND	(G/C)	FINISH	RETAINAGE
				IK I			APPLICATIONS		STORED (NOT	STORED TO		(C-G)	
					3				IN D OR E	DATE (D+E+F)			5%
	4" Fire Main Wall Penetration CO #23	EA	1	0.00	\$2,988.80	\$2,988,80	\$0,00	\$0.00		30,00	0.00%	\$2,988.80	\$0.0
	4" X 2" MJ Tap Cap CO #23	EA	1	0:00	\$549.00	\$549.00	\$9.00	\$0.00	50.00	\$0.00	0.00%	\$549.00	\$0,0
	6" DR18 PVC Fire Main CO #23	LF	528	0.00	\$64,86	\$34,246.08	50.00	\$0.00	50.00	\$0.00	0.00%	\$34,246.08	
	6" Fire Main Wall Penetration CO #23	EA	1	0.00	\$3,211.16	\$3,211.16	\$0.00	\$0.00	50.00	\$0,00	0.005	\$3,211.16	50.00
	6" X 4" MJ Tee CO #23	EA	1	0.00	\$890.31	\$890.31	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$890.31	\$0,00
	6" X 6" MJ Tee CO #23	EA	1	0.00	\$974,75	\$974.75	\$0,00	\$0,00	\$0.00	\$0,00	0.00%	\$974.75	\$0.00
	6" X 2" MJ Tap Cap CO #23	EA	1	0.00	\$638,55	\$638.55	-\$0.00	\$0.00	50.00	\$0.00	0.00%	\$638,55	50.00
	2" Poly Force Main CO #23	LF	290	0.00	\$36,42	\$10,561.80	50.00	\$0.00	50.00	\$0,00	0.00%	\$10,561,80	
	2" Force Main Wall Penetration CO #23	EA	2	0.00	\$2,027.15	\$4,054.30	\$0.00	\$0.00	50.00	\$0.00	0.00%	\$4,054.30	10000000
4520	Allowance Electrical and Comm Conduit and Boxes CO #23	LS	1	DDO	\$320,525,10	\$320,525,10	\$0.00	\$0.00	50.00	50.00	10.00W	\$320,525,10	\$0,00
4701	Bond CO #23	LS	1	0.00	\$9,798.88	\$9,798.88	\$0.00	\$0.00	177	\$0.00	0.00%	\$9,798.88	\$0,00
9261	HCS Line Billing Total	LS	1	0.00	\$21,378.00	\$21,378.00	\$18.810.00	\$0.00	200 100 100 100	\$18,810.00	F7.99%	\$2,568.00	\$940,50
9262	HCS #2 CO #25	LS	1	5.00	\$3,566.18	\$3,566,18	\$0.00	\$0.00		\$0.00	0.00%	\$3,566.18	\$0,0
	CHANGE ORDERS TOTAL	L				\$912,305,41	\$270,497.75	\$32,289.13	\$0.00	\$302,786.88		\$609,518.53	\$15,139,3
-	CONTRACT TOTA	LI. I				\$11,994,340,60	\$10,878,736,18	\$47,426,42	\$0.00	\$10,926,162,60	91,09%	\$1,068,178.00	\$546,308.8

AIA DOCUMENT G703 * APPLICATION AND CERTIFICATE FOR PAYMENT * MAY 1983 EDITION * AIA 1983 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G703-1983



PERRET AND ASSOCIATES, INC. LAND SURVEYORS



INVOICE NO.

2015-535-110

PAGE 1

DATE:

08/21/24

4711

Elements Development of Jax

1717 Main Street, Ste 3900

Dallas TX 75201

DELIVER TO:

Same

ORDERED BY:

David Cook

DESCRIPTION: 08/16/24

W.O. NO. 2015-535-110

SUBDIVISION: Riversedge UNIT -

ADDRESS : Jacksonville FL 32207 Duval

IN NAME OF : Same

OTHER (CREATE SUBMERGED LAND LEASE SURVEY ON 8.5X11)

1,600.00

TOTAL DUE \$1,600.00



PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT

PAYMENT TERMS ARE NET 30 DAYS

THANK YOU



PERRET AND ASSOCIATES, INC. LAND SURVEYORS



INVOICE NO.

2015-535-106

PAGE 1

DATE:

06/27/24

4711

DELIVER TO:

Elements Development of Jax 1717 Main Street, Ste 3900

Dallas TX 75201

Same

ORDERED BY:

David Cook

DESCRIPTION: 06/21/24

W.O. NO. 2015-535-106

SUBDIVISION: Riversedge UNIT -

ADDRESS : Jacksonville FL 32207 Duval

IN NAME OF : Same

OTHER (LEGAL & SKETCH FOR RIPARIAN RIGHTS EASEMENT)

400.00

TOTAL DUE \$400.00



PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT

PAYMENT TERMS ARE NET 30 DAYS

THANK YOU



PERRET AND ASSOCIATES, INC. LAND SURVEYORS



INVOICE NO.

2015-535-108

PAGE 1

DATE:

07/30/24

DELIVER TO:

4711

Elements Development of Jax 1717 Main Street, Ste 3900

Same

Dallas TX 75201

ORDERED BY:

David Cook

DESCRIPTION: 07/24/24

W.O. NO. 2015-535-108

SUBDIVISION: Riversedge UNIT -

ADDRESS : Jacksonville FL 32207 Duval

IN NAME OF : Same

OTHER (REVISE SLLS PER COMMENTS AND REVISION TO STRUCTURES) 500.00

TOTAL DUE \$500.00



PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT

PAYMENT TERMS ARE NET 30 DAYS

THANK YOU

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2024

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS AUGUST 31, 2024

		eneral Fund	Ser Fu	ebt vice ind s 2020	Debt Service Fund Series 202	2_	De Sen Fund S 2022 M	rice Series	S	Debt Service Fund ies 2023 A1	Sei	Debt Service Fund ries 2023 A2	Capital Projects Fund Series 2020	Capital Projects Fund Series 2022	Capital Projects Fund Series 2022 BAN	Pro	Capital jects Fund ries 2023 A1	Capital Projects Fu Series 202 A2		Tota Governr Fund	mental
ASSETS	¢	0.506	æ		¢.		æ		¢		ф		¢.	¢.	œ.	¢.		¢.		• (0.506
Cash Decembed for VCTC Condition	\$	9,586	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-		9,586
Cash - Reserved for VCTC Credits		346,654		-		-		-		-		-	-	-	-		-		-	340	6,654
Investments										207											007
Revenue		-		-		-		-				4 000 005	-	-	-		-		-	4.04	207
Reserve		-		-		-		-		39,376		1,808,895	-	-	-		-		-	1,848	8,271
Capitalized interest		-		-		-		-		68		-	-	-	-		400.007	4 500 0	-	4 77	68
Construction		-		-		-		-		-		-	-	-	-		190,687	4,582,89	12	4,773	3,579
Cost of issuance		-		-		-		-		-		304	-	-	-				-		304
Sinking		-		-		-		-		688		-	-	-	-		-		-		688
Deposit - JEA Electric Meter		500		-		-		-		-		-	-	-	-		-		-		500
Deposit - JEA Water		4,468		-		-		-		-		-	-	-	-		-		-		4,468
Accounts receivable		29,245		-		-		-		-		-	-	-	-		-		-		9,245
Due from Landowner		99,510		-		-		-		-		-	-	-	19,212		-		-	118	8,722
Due from other		600			-							-			-			-	_		600
Total assets	\$	490,563	\$		\$		\$		\$	40,339	\$	1,809,199	\$ -	\$ -	\$ 19,212	\$	190,687	\$ 4,582,89	92	\$ 7,132	2,892
LIABILITIES AND FUND BALANCES Liabilities: Accounts payable Contracts payable Retainage payable Due to Landowner Landowner advance	\$	45,738 - - - 108,644	\$		\$	-	\$	- - - 1,303	\$	- - - 22,583	\$	- - -	\$ - 59,515	\$ - -	\$ 19,212 - - 189,701	\$	- - -	\$ 1,310,19 719,06		1,310 778 233	4,950 0,194 8,576 3,587 8,644
Total liabilities		154,382		<u> </u>		_		1,303		22,583			59,515	·	208,913			2,029,25			5,951
Total liabilities		134,302				<u> </u>		1,303	-	22,303			39,313	- 	200,913			2,029,20		2,430	3,331
DEFERRED INFLOWS OF RESOURCES Deferred receipts Total deferred inflows of resources		29,245 29,245		<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>	_	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>		<u>-</u>		9,245 9,245
Fund balances: Restricted for: Debt service		-		_		_	(2	1,303)		17,756		1,809,199	<u>-</u>	-			_				5,652
Capital projects		-		-		-		-		-		-	(59,515)	-	(189,701)	190,687	2,553,63	37	2,49	5,108
Committed Reserved for Capital Projects or O&M		346,654 (39,718)		-		-		-		-		-	-	-	-		-		-		6,654 9,718)
Unassigned Total fund balances		306,936				<u> </u>	- /2	1,303)		17,756		1,809,199	(59,515)	·	(189,701	_	190,687	2,553,63	-		9,718) 7,696
Total fund balances		306,936				_	(2	1,303)		17,756		1,809,199	(59,515)		(189,701	<u> </u>	190,687	2,553,60	57	4,60	7,090
Total liabilities, deferred inflows of resources and fund balances	\$	490,563	\$		\$	<u>-</u>	\$		\$	40,339	\$	1,809,199	\$ -	\$ -	\$ 19,212	\$	190,687	\$ 4,582,89	92_	\$ 7,132	2,892

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED AUGUST 31, 2024

[

Current Year to % of Month Date Budget Budget **REVENUES** 37% Developer contribution \$ 12,063 148,860 398,490 \$ Interest and miscellaneous 31 220 N/A VCTC Tax Credits* 362,038 N/A 398,490 Total revenues 12,094 511,118 128% **EXPENDITURES** Professional & administrative Supervisor fees 1,292 N/A 4,000 44,000 48,000 Management 92% CRA/city grant administration 4,583 5,000 92% 416 DSF accounting - series 2023 1.562 17.188 18,750 92% DSF accounting - series 2022 marina 520 5,729 6,250 92% 50,000 Legal 1,954 28,324 57% Engineering 5,480 12,260 36,000 34% Audit 3,650 7,500 49% Arbitrage rebate calculation 1,500 0% Dissemination agent - series 2023 438 4,813 5,250 92% Dissemination agent - series 2022 marina 1,750 92% 146 1,604 Trustee 19,000 0% Telephone 200 0% Postage 37 231 500 46% Printing & binding 500 0% Legal advertising 2,227 1,700 131% Annual special district fee 100% 175 175 Insurance 3,151 9,379 7,000 134% Contingencies/bank charges 78 1,000 8% Meeting room rental 300 900 33% VCTC Sales fees 17.171 N/A Website hosting & maintenance 705 705 100% Website ADA compliance 210 0% Property taxes 9 N/A Total professional & administrative 17,704 153,718 211,890 73% Field operations Landscape maintenance 100,000 0% Monitoring & reporting 40,000 0% Groundwater recovery pump 10,000 0% Field operations contingency 1,928 3,303 24,600 13% Aquatic weed control 12,000 0% Total field operations 1,928 3,303 186,600 2% Total expenditures 19,632 157,021 398,490 39% Excess/(deficiency) of revenues over/(under) expenditures (7,538)354,097 Fund balances - beginning 314.474 (47, 161)Fund balances - ending \$306,936 306,936

^{* \$183,348.95} of this amount relates to tax credits that were received from Elements Development of Jacksonville LLC.

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2020 FOR THE PERIOD ENDED AUGUST 31, 2024

	Current Month	Year To Date		
REVENUES				
Interest	\$ -	\$ 29,403		
Total revenues		29,403		
EXPENDITURES				
Debt service	-	-		
Total debt service				
Other fees & charges				
Transfer out		(3,574,358)		
Total other fees and charges		(3,574,358)		
Total expenditures		(3,574,358)		
Net change in fund balances	_	(3,544,955)		
Fund balances - beginning	_	3,544,955		
Fund balances - ending	\$ -	\$ -		

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2022 FOR THE PERIOD ENDED AUGUST 31, 2024

	Current Month			Year To Date			
REVENUES	Φ		Φ	F 00F			
Interest	\$		\$	5,825			
Total revenues		-		5,825			
EXPENDITURES							
Debt service		-		-			
Total debt service		-		-			
Other fees & charges							
Transfer out		-		(708,798)			
Total other fees and charges				(708,798)			
Total expenditures		-		(708,798)			
Excess/(deficiency) of revenues							
over/(under) expenditures		-		(702,973)			
Fund balances - beginning		_		702,973			
Fund balances - ending	\$		\$	-			

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2022 MARINA FOR THE PERIOD ENDED AUGUST 31, 2024

	Current Month	Year To Date
REVENUES Total revenues	\$ -	\$ - -
EXPENDITURES Debt service Total expenditures	<u>-</u>	
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning Fund balances - ending	(21,303) \$ (21,303)	(21,303) \$ (21,303)

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2023A-1 FOR THE PERIOD ENDED AUGUST 31, 2024

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ -	\$ 20,344
Interest	240_	1,588_
Total revenues	240	21,932
EXPENDITURES		
Debt service		
Interest	20,344	27,351
Total debt service	20,344	27,351
Excess/(deficiency) of revenues over/(under) expenditures	(20,104)	(5,419)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	720,313
Payment to refunding escrow agent	-	(836,720)
Transfer In		162,164_
Total other financing sources	_	45,757
Net change in fund balances	(20,104)	40,338
Fund balances - beginning	37,860	(22,582)
Fund balances - ending	\$ 17,756	\$ 17,756

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2023A-2 FOR THE PERIOD ENDED AUGUST 31, 2024

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,337	\$ 51,899
Total revenues	7,337	51,899
EXPENDITURES		
Debt service		
Cost of issuance		561,050
Total debt service	-	561,050
Excess/(deficiency) of revenues		
over/(under) expenditures	7,337	(509,151)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	138,300	42,070,450
Payment to refunding escrow agent	· -	(44,829,463)
Transfer in	-	5,077,363
Total other financing sources	138,300	2,318,350
Net change in fund balances	145,637	1,809,199
Fund balances - beginning	1,663,562	-
Fund balances - ending	\$ 1,809,199	\$ 1,809,199

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2020 FOR THE PERIOD ENDED AUGUST 31, 2024

	Current Month			∕ear To Date
REVENUES				
Interest	\$		\$	92
Total revenues				92
EXPENDITURES				
Constructions Costs		<u>-</u>		59,515
Total expenditures				59,515
Excess/(deficiency) of revenues over/(under) expenditures		-		(59,423)
OTHER FINANCING SOURCES/(USES)				
Transfer in		-		564,233
Transfer out				(19,590)
Total other financing sources/(uses)				544,643
Net change in fund balances		-		485,220
Fund balances - beginning		(59,515)		(544,735)
Fund balances - ending	\$	(59,515)	\$	(59,515)

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2022 FOR THE PERIOD ENDED AUGUST 31, 2024

	Current Month		-	ear To Date
REVENUES				
Interest	\$		\$	43,691
Total revenues		-		43,691
EXPENDITURES				
Construction Costs		-		51,707
Total expenditures		-		51,707
Excess/(deficiency) of revenues				
over/(under) expenditures		-		(8,016)
OTHER FINANCING SOURCES/(USES)				
Transfer in		-		85,391
Transfer out		-	(4,556,140)
Total other financing sources/(uses)		-	(4,470,749)
Net change in fund balances		_	(4,478,765)
Fund balances - beginning		-	•	4,478,765
Fund balances - ending	\$	-	\$	<u>-</u>

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2022 BAN FOR THE PERIOD ENDED AUGUST 31, 2024

	Curre Mon	
REVENUES	\$	- \$ -
Total revenues		
EXPENDITURES Construction Costs Total expenditures		9,212 203,697 9,212 203,697
Net change in fund balances Fund balances - beginning Fund balances - ending	(170	0,212) (203,697) 0,489) 13,996 0,701) \$ (189,701)

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2023A-1 FOR THE PERIOD ENDED AUGUST 31, 2024

	Current Month		`	Year To Date
REVENUES				
Developer contribution	\$	-	\$	283,271
Interest		838		10,105
Misc Income				103,567
Total revenues		838		396,943
EXPENDITURES				
Total expenditures				
Excess/(deficiency) of revenues over/(under) expenditures		838		206 042
over/(under) experialities		030		396,943
OTHER FINANCING SOURCES/(USES)				
Bond proceeds		-		54,687
Transfer Out				(260,943)
Total other financing sources/(uses)		-		(206,256)
Net change in fund balances		838		190,687
Fund balances - beginning		189,849		-
Fund balances - ending	\$	190,687	\$	190,687

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2023A-2 FOR THE PERIOD ENDED AUGUST 31, 2024

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 1,447
Interest	10,127	102,681
ARTEA Utility Improvements		851,462
Total revenues	10,127	955,590
EXPENDITURES		
Construction Costs	1,986,953	8,068,443
Total expenditures	1,986,953	8,068,443
Excess/(deficiency) of revenues		
over/(under) expenditures	(1,976,826)	(7,112,853)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	3,880,191	7,119,115
Transfer in	, , -	3,872,031
Transfer out		(641,353)
Total other financing sources/(uses)	3,880,191	10,349,793
Net change in fund balances	1,903,365	3,236,940
Fund balances - beginning	650,272	(683,303)
Fund balances - ending	\$ 2,553,637	\$ 2,553,637

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

1	MINU	TES OF MEETING
2		HE DISTRICT
3	COMMUNITY	DEVELOPMENT DISTRICT
4		
5	The Board of Supervisors of The D	District Community Development District held Public
6	Hearings and a Regular Meeting on Augus	t 19, 2024 at 1:30 p.m., at the offices of Kimley Horn
7	& Associates, 12740 Gran Bay Parkway We	st, Suite 2350, Jacksonville, Florida 32258.
8	Present were:	
9 10	Rose Bock	Chair
11	Kurt Von der Osten	Vice Chair
12	Robert Mizell	
13	Robert Mizeri	Assistant Secretary
14	Also present:	
15	Also present.	
16	Craig Wratholl	District Manager
10 17	Craig Wrathell Cindy Cerbone	District Manager Wrathell, Hunt and Associates, LLC
18	Sarah Sandy	District Counsel
19	•	
20	Bill Schilling	District Engineer Bond Counsel
	Niyala Harrison	
21	Josh Cockriel	Kimley-Horn and Associates, Inc.
22	Mike Mullis	Kimley-Horn and Associates, Inc.
23	FIRST ORDER OF BUILDINGS	Call to Oudon/Pall Call
24	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
25 26	Mr. Wrathall called the meeting to	order at 1:33 p.m. Supervisors Bock, Von der Osten
	_	
27	and Mizell were present. Two seats were v	acant.
28		
29	SECOND ORDER OF BUSINESS	Public Comments: Agenda Item (limited to
30		3 minutes per individual)
31		
32	There were no members of the pub	olic present.
33		
2.4	THIRD ORDER OF BUSINESS	
34	THIRD ORDER OF BUSINESS	Consider Appointment of Supervisor(s) to
35		Vacant Seats 1 and 2
36		
37		to Newly Appointed Supervisors (the following will
38	also be provided in a separate pacl	
39	A. Required Ethics Training an	d Disclosure Filing
40	Sample Form 1 2023	/Instructions
41	B. Membership, Obligation an	d Responsibilities

	THE D	ISTRICT	CDD	DI	RAFT	August 19, 2024
42		C.	Guide to	Sunshine Amendme	nt and Code	of Ethics for Public Officers and
43			Employee	s		
44		D.	Form 8B:	Memorandum of Vo	oting Conflic	for County, Municipal and other
45			Local Publ	ic Officers		
46		This it	em was def	erred.		
47						
48 49 50 51 52	FOUR		PER OF BUSI em was def		Electing	ration of Resolution 2024-08, and Removing Officers of the and Providing for an Effective Date
53						
54 55 56 57 58 59	FIFTH		OF BUSINE		Septem DiBarto P.A.	ents for the Fiscal Year Ended ber 30, 2023, Prepared by lomeo, McBee, Hartley & Barnes,
60			•			Report for the Fiscal Year Ended
61	•			•		mation. There were no findings,
62			tions, defic	iencies on internal co	ontrol or inst	ances of non-compliance; it was a
63	clean	audit.				
64 65 66 67 68 69	SIXTH	ORDER	OF BUSINE	SS	Report	ration of Resolution 2024-11, Accepting the Audited Financial for the Fiscal Year Ended ber 30, 2023
70 71 72		Resolu	ution 2024-		g the Audit	. Mizell, with all in favor, ed Financial Report for the d.
73 74 75 76 77	SEVEN	ITH OR	DER OF BUS	INESS		Hearing on Adoption of Fiscal Year D25 Budget
78	A.	Proof	/Affidavit o	f Publication		
79	В.	Consid	deration of	Resolution 2024-13	, Relating t	o the Annual Appropriations and
80		Adopt	ing the Bu	dget(s) for the Fisca	l Year Begin	ning October 1, 2024, and Ending

	THE D	ISTRICT CDD		DRAFT	August 19, 2024
81		September 30,	2025; Authorizin	ng Budget Amendments	; and Providing an Effective
82		Date			
83		Mr. Wrathell pre	sented Resolutio	n 2024-13. He reviewed	the proposed Fiscal Year 2025
84	budge	et, highlighting inc	reases, decrease	s and adjustments, comp	pared to the Fiscal Year 2024
85	budge	et, and explained th	ne reasons for an	y changes.	
86					
87 88 89 90		the Public Hearin	ng was opened.	conded by Mr. Von der O	
91 92		No affected prop	erty owners or m	nembers of the public spo	oke.
93 94		On MOTION by favor, the Public		seconded by Mr. Von o	der Osten, with all in
95					
96 97 98 99 100		favor, Resolution the Budget(s) f	n 2024-13, Relati or the Fiscal Ye 2025; Authorizi	seconded by Mr. Von one of the Annual Appropers Beginning October ing Budget Amendment	riations and Adopting 1, 2024, and Ending
101 102 103 104 105 106 107 108	EIGHT	'H ORDER OF BUSI	NESS	Objections Maintenance to Fund the	ng to Hear Comments and on the Imposition of and Operation Assessments Budget for Fiscal Year ursuant to Florida Law
109	A.	Proof/Affidavit o	of Publication		
110	В.	Mailed Notice(s)	to Property Owi	ners	
111		These items were	e included for info	ormational purposes.	
112	c.	Consideration of	Resolution 202	4-14, Providing for Fund	ing for the FY 2025 Adopted
113		Budget(s); Provi	ding for the Co	ollection and Enforceme	ent of Special Assessments,
114		Including but No	t Limited to Pen	alties and Interest There	on; Certifying an Assessment
115		Roll; Providing	for Amendment	s to the Assessment R	oll; Providing a Severability
116		Clause; and Prov	iding an Effective	e Date	
117		Mr. Wrathell rev	ewed off-roll ass	sessment and debt assess	ment billing schedules.

	THE D	ISTRICT CDD E	DRAFT	August 19, 2024
119 120		On MOTION by Mr. Mizell and secon Public Hearing was opened.	nded by Ms. Bock, with all in	favor, the
121 122 123 124	·	No affected property owners or memb	pers of the public spoke.	
125 126		On MOTION by Mr. Mizell and secon Public Hearing was closed.	nded by Ms. Bock, with all in	favor, the
127 128 129 130		Mr. Wrathell presented Resolution 20.	24-14 and read the title.	
131 132 133 134 135 136 137		On MOTION by Mr. Mizell and secondary, Resolution 2024-14, Providing Budget(s); Providing for the Conference of Assessments, Including but Not Limber Certifying an Assessment Roll; Providing a Severability Clause adopted.	g for Funding for the FY 202 llection and Enforcement nited to Penalties and Interes ding for Amendments to the A	25 Adopted of Special st Thereon; Assessment
138 139 140 141 142	NINTH	I ORDER OF BUSINESS	Consideration of D Agreements FY2025	Pirect Collection
143		Ms. Sandy presented the following:		
144	A.	Toll Southeast LP Company, Inc.		
145146	В.	Elements Development of Jacksonville	e, LLC	
147 148 149 150 151		On MOTION by Ms. Bock and seconder the Direct Collection Agreements for Toll Southeast LP Company, Inc., and Jacksonville, LLC, were approved.	r Fiscal Year 2025 between th	e CDD and
152 153 154 155 156	TENTH	I ORDER OF BUSINESS	Consideration of K Associates, Inc. Amendr Order No. CDD Six for Ma	
157	Mr. Co	ockriel presented the Kimley-Horn and A	Associates, Inc. Amendment Two	o to Task Order No.
158	CDD S	ix for Marina Design. This is to facilitat	e re-allocation of budget from	Tasks 1 and 2 into

Task 10. It is essentially a shifting of budget with no increase or decrease to the overall budget.

THE DISTRICT CDD	DRAFT	August 19, 2024

Task 13 relates to additional water quality testing above what was anticipated so it is a direct cost from Taylor Engineering, who was engaged to carry out the testing. Regarding the reason for the water quality testing, Mr. Cockriel stated it was testing the river water related to the marina. The amended amount of \$30,000 is a direct bill from Taylor Engineering.

On MOTION by Mr. Von der Osten and seconded by Ms. Bock, with all in favor, the Kimley-Horn and Associates, Inc. Amendment Two to Task Order No. CDD Six for Marina Design, was approved.

ELEVENTH ORDER OF BUSINESS

Presentation/Consideration of Marina Financing Items

- Mr. Wrathell stated Staff is looking to proceed with a new Bond Anticipation Note (BAN), Series 2024, to provide additional funds for the construction of the marina.
- A. RiversEdge Marina District Engineer's Report dated November 28, 2022, updated

 December 20, 2022
 - Mr. Wrathell stated it was determined that no updates to the Engineer's Report are necessary at this time. This item was included for informational purposes.
 - B. Resolution 2024-12, Authorizing the Issuance and Delivery of a District Community Development District Bond Anticipation Note, Series 2024 (Public Marina Project), in a Principal Amount Not to Exceed \$8,000,000, to Provide Interim Funds for the Payment of a Portion of the Costs of the Planning, Financing, Equipping, Installing, Acquisition, Construction, and/or Reconstruction of the Public Marina Project of the District, Including the Refinancing of the District's Outstanding Taxable Bond Anticipation Note, Series 2022; Approving the Private Placement Negotiated Sale of the Note; Appointing a Paying Agent and Registrar for the Note; Creating a Note Redemption Account; Providing for Incidental Action; and Providing for Severability and an Effective Date

Ms. Harrison presented Resolution 2024-12, which increases the amount of the Loan to not-to-exceed \$8,000,000, including refinancing the Series 2022 Taxable Note through the issuance to the Lender, on a tax-exempt basis, of its BAN, Series 2024. It is anticipated that this note will later be repaid from proceeds from the permanent bond issue.

Financing, use of proceeds of the note and closing documents were discussed.

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On MOTION by Mr. Von der Osten and seconded by Ms. Bock, with all in favor, Resolution 2024-12, Authorizing the Issuance and Delivery of a District Community Development District Bond Anticipation Note, Series 2024 (Public Marina Project), in a Principal Amount Not to Exceed \$8,000,000, to Provide Interim Funds for the Payment of a Portion of the Costs of the Planning, Financing, Equipping, Installing, Acquisition, Construction, Reconstruction of the Public Marina Project of the District, Including the Refinancing of the District's Outstanding Taxable Bond Anticipation Note, Series 2022; Approving the Private Placement Negotiated Sale of the Note; Appointing a Paying Agent and Registrar for the Note; Creating a Note Redemption Account; Providing for Incidental Action; and Providing for Severability and an Effective Date, was adopted.

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C. Purchase Agreement for Series 2024 Note with Investor Representations

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On MOTION by Ms. Bock and seconded by Mr. Von der Osten, with all in favor, the Purchase Agreement for Series 2024 Note with Investor Representations, was approved.

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TWELFTH ORDER OF BUSINESS

Presentation/ Consideration
Construction Related Items

of

219 A. Ratification of Change Order 1 with UCC for Pavilion

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On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, Change Order 1 with UCC for Pavilion, in the amount of \$2,465,000, was ratified.

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B. Ratification of Notices of Commencement for the Phase 3B CRA Project and Phase 3B CDD Project

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On MOTION by Mr. Mizell and seconded by Mr. Von der Osten, with all in favor, the Notices of Commencement for the Phase 3B CRA Project and Phase 3B CDD Project, were ratified.

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C. Ratification of Temporary Construction Easement from Elements to the CDD – Tracts 4A, 9C, EE, & FF

On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor, the Temporary Construction Easement from Elements to the CDD – Tracts 4A, 9C, EE, & FF, were ratified.

D. Consideration of Resolution 2024-15, Approving the Conveyance of Certain Real Property; Authorizing the Chairperson to Take the Necessary Actions to Facilitate the Conveyance and Providing General Authorization; and Addressing Severability, Conflicts and an Effective Date [Conveyance of Tracts E-1, F-1, and F-2 to Elements]

Ms. Sandy presented Resolution 2024-15 and the accompanying Exhibits.

Discussion ensued regarding the CDD's construction of infrastructure on public and private property, plats, tracts, use of easements and conveyance of infrastructure.

On MOTION by Mr. Mizell and seconded by Mr. Von der Osten, with all in favor, Resolution 2024-15, Approving the Conveyance of Certain Real Property; Authorizing the Chairperson to Take the Necessary Actions to Facilitate the Conveyance and Providing General Authorization; and Addressing Severability, Conflicts and an Effective Date [Conveyance of Tracts E-1, F-1, and F-2 to Elements], was adopted.

THIRTEENTH ORDER OF BUSINESS

Consideration of Interlocal Agreement by and Among, Duval County Property Appraiser, Duval County Tax Collector, and the District Community Development District for Uniform Collection and Enforcement of Non-Ad Valorem Assessment

Mr. Wrathell presented the Interlocal Agreement by and Among, Duval County Property Appraiser, Duval County Tax Collector, and the District Community Development District for Uniform Collection and Enforcement of Non-Ad Valorem Assessment.

On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, the Interlocal Agreement by and Among, Duval County Property Appraiser, Duval County Tax Collector, and the District Community Development District for Uniform Collection and Enforcement of Non-Ad Valorem Assessment, in substantial form, was approved.

Update: Insurance Renewal

FOURTEENTH ORDER OF BUSINESS

Mr. Wrathell discussed the CDD's Builders Risk policy related to the CDD's purchase and on-site storage of construction materials. The current contract will likely not be extended. It is likely that the CDD's other insurance carrier will provide coverage; property insurance will be added as appropriate. Proposals for construction security will be provided at a future meeting.

Discussion ensued regarding security, construction and staging of materials.

Mr. Mullis stated that the parks will be open to the public while construction is ongoing on the remaining parcels. CRA roadways are projected to be completed by December 31, 2024 and the CDD roadways are projected to be completed by December 31, 2025. Mockups of hardscape and streetscape areas are in development; the City's Downtown Investment Authority is expected to approve mockups this week.

Discussion ensued regarding aerial photographs, the various stages of construction, site access and storage of construction materials.

It was noted that Phase 3 is approximately 96% complete. Phase 3B includes hardscape, streetscape and landscape, and Phase 4 includes the marina. A summary of the phases of construction will be provided.

FIFTEENTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Mr. Wrathell presented the Memorandum explaining the requirement for the CDD to develop goals and objectives. He presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability are the key categories to focus on for Fiscal Year 2025.

On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

	THE D	ISTRICT CDD DRA	FT August 19, 2024			
311	SIXTE	ENTH ORDER OF BUSINESS	Acceptance of Unaudited Financial			
312			Statements as of June 30, 2024			
313						
314		On MOTION by Ms. Bock and seconded	· · · · · · · · · · · · · · · · · · ·			
315 316	the Unaudited Financial Statements as of June 30, 2024, were accepted.					
317						
318	SEVE	NTEENTH ORDER OF BUSINESS	Approval of May 20, 2024 Regular Meeting			
319			Minutes			
320						
321		On MOTION by Mr. Mizell and second	•			
322		favor, the May 20, 2024 Regular M	eeting Minutes, as presented, were			
323		approved.				
324 325						
326	EIGH1	EENTH ORDER OF BUSINESS	Staff Reports			
327						
328	A.	District Counsel: Kutak Rock LLP				
329	B.	District Engineer: Kimley-Horn and Associate	ciates, Inc.			
330		There were no District Counsel or District	Engineer reports.			
331	C.	District Manager: Wrathell, Hunt and Ass	sociates, LLC			
332		O Registered Voters in the District	t as of April 15, 2024			
333		NEXT MEETING DATE: September	16, 2024 at 1:30 PM			
334		O QUORUM CHECK				
335						
336	NINET	EENTH ORDER OF BUSINESS	Board Members' Comments/Requests			
337		TI D 100 1 1				
338		There were no Board Members' commen	ts or requests.			
339						
340	TWEN	ITIETH ORDER OF BUSINESS	Public Comments: Non-Agenda Items			
341			(limited to 3 minutes per individual)			
342						
343		No members of the public spoke.				
344						
345	TWEN	ITY-FIRST ORDER OF BUSINESS	Adjournment			
346						
347		On MOTION by Mr. Mizell and second	-			
348		favor, the meeting adjourned at 3:22 p.n	n.			

	THE DISTRICT CDD	DRAFT	August 19, 2024
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354	Secretary/Assistant Secretary	Chair/Vice Chair	

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

DISTRICT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2024	Regular Meeting	1:30 PM
November 18, 2024	Landowners' Meeting & Regular Meeting	1:30 PM
December 16, 2024	Regular Meeting	1:30 PM
January 13, 2025*	Regular Meeting	1:30 PM
February 10, 2025**	Regular Meeting	1:30 PM
March 17, 2025	Regular Meeting	1:30 PM
April 21, 2025	Regular Meeting	1:30 PM
May 19, 2025	Regular Meeting	1:30 PM
June 16, 2025	Regular Meeting	1:30 PM
July 21, 2025	Regular Meeting	1:30 PM
August 18, 2025	Regular Meeting	1:30 PM
September 15, 2025	Regular Meeting	1:30 PM

Exception(s)

^{*}January meeting date is one (1) week earlier to accommodate Martin Luther King Day holiday.

^{**}February meeting date is one (1) week earlier to accommodate Presidents' Day holiday.