

THE DISTRICT

**COMMUNITY DEVELOPMENT
DISTRICT**

May 19, 2025

**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

May 12, 2025

Board of Supervisors
The District Community Development District

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

Dear Board Members:

The Board of Supervisors of The District Community Development District will hold a Regular Meeting on May 19, 2025 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 Appointed Supervisors *(the following will be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-05, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-06, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an Effective Date
6. Consideration of Resolution 2025-08, Amending Resolution 2024-14 Relating to Providing for Funding for the Amended Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; Providing for Amendments to the Collection and Enforcement of O&M Assessments and Amendments to the Assessment Roll Relating to O&M Assessments; Providing a Severability Clause; and Providing an Effective Date

7. Consideration of Resolution 2025-09, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2025-10, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
9. Consideration of Resolution 2025-11, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
10. Consideration of Lovely Loo Portable Restroom LLC Temporary Restroom Facilities Services Agreement
11. Consideration of Elements Development of Jacksonville, LLC License Agreement for Temporary Restroom Facilities
12. Consideration of J.B. Coxwell Contracting, Inc. Proposal for Pricing Misc Repairs from Damages by Others [Rivers Edge CRA & CDD Phase III]
13. Ratification Items
 - A. Resolution 2025-07, Authorizing District Manager to Establish Insured Cash Sweep Account with BankUnited; Designating the Authorized Signatories for the Account, and Providing an Effective Date
 - B. The Vertex Companies, LLC Amendment to Construction Consulting Services Agreement
 - C. UCC Group, Inc. Change Orders for Phase 3B - CRA Project (Parks, Riverwalk and Streetscape Improvements)
 - I. Change Order No. 4
 - II. Change Order No. 5
 - III. Change Order No. 6
 - IV. Change Order No. 7
 - V. Change Order No. 8
 - VI. Change Order No. 9
 - VII. Change Order No. 10
 - VIII. Change Order No. 11
 - IX. Change Order No. 13

- X. Change Order No. 14
- XI. Change Order No. 20
- D. UCC Group, Inc. Change Orders for Phase 3B - CDD Project
 - I. Change Order No. 4
 - II. Change Order No. 5
 - III. Change Order No. 6
 - IV. Change Order No. 8
 - V. Change Order No. 10
 - VI. Change Order No. 12
- E. First Amendment to Security Services Agreement with First Coast Security Services

**Note: In accordance with Sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.*
- 14. Acceptance of Unaudited Financial Statements as of March 31, 2025
- 15. Approval of March 17, 2025 Regular Meeting Minutes
- 16. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Kimley-Horn and Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 0 Registered Voters in District as of April 15, 2025
 - NEXT MEETING DATE: July 21, 2025 at 1:30 PM
 - QUORUM CHECK

SEAT 1		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	ROBERT MIZELL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	ROSE BOCK	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	KURT VON DER OSTEN	☐ IN PERSON	☐ PHONE	☐ NO

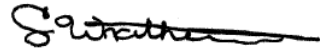
- 17. Board Members' Comments/Requests

18. Public Comments: Non-Agenda Items *(limited to 3 minutes per individual)*

19. 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

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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**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

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

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

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

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-05

**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 May 19, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

Andrew Kantarzhi _____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of May 19, 2025:

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

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 19th day of May, 2025.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
DISTRICT COMMUNITY DEVELOPMENT DISTRICT RELATING
TO THE AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30,
2025; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on August 19, 2024, the Board of Supervisors (“Board”) of The District Community Development District (“District”), adopted a Budget for Fiscal Year 2024/2025; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2024/2025.

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

Section 1. The Fiscal Year 2024/2025 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2025 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 19th day of May, 2025.

ATTEST:

**THE DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2025**

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
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**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Adopted Budget FY 2025	Change	Amended Budget FY 2025
REVENUES			
Assessment levy: off-roll	\$1,298,784	\$(324,696)	\$ 974,088
Developer contribution	-	66,594	66,594
Interest	-	3,628	3,628
Total revenues	<u>1,298,784</u>	<u>(254,474)</u>	<u>1,044,310</u>
EXPENDITURES			
Professional & administrative			
Supervisors	6,459	-	6,459
Management	48,000	-	48,000
CRA/city grant administration	5,000	-	5,000
DSF accounting - series 2022 marina	6,250	-	6,250
DSF accounting - series 2023	18,750	-	18,750
Legal	50,000	(15,000)	35,000
Engineering	50,000	-	50,000
Audit	7,500	-	7,500
Arbitrage rebate calculation	1,500	-	1,500
Dissemination agent - series 2022 marina	1,750	-	1,750
Dissemination agent - series 2023	5,250	-	5,250
Trustee	19,000	-	19,000
Telephone	200	-	200
Postage	500	-	500
Printing & binding	500	-	500
Legal advertising	1,700	-	1,700
Annual special district fee	175	-	175
Insurance	8,500	-	8,500
Contingencies/bank charges	1,000	-	1,000
Meeting room rental	900	-	900
Website hosting & maintenance	705	-	705
Website ADA compliance	210	-	210
Total professional & administrative	<u>233,849</u>	<u>(15,000)</u>	<u>218,849</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Adopted Budget FY 2025	Change	Amended Budget FY 2025
Field Operations			
Field operations management	225,000	(225,000)	-
On-site office and supplies	25,000	-	25,000
Insurance	40,000	-	40,000
Accounting	7,500	-	7,500
Event programming	262,500	(262,500)	-
Stormwater management			
Inspection and cleaning	15,000	-	15,000
Lighting			
Electricity	20,000	-	20,000
Repairs & maintenance	2,500	-	2,500
Landscape maintenance			
Maintenance contract	95,000	(38,348)	56,652
Effluent supply	51,135	-	51,135
Plant replacement	5,000	-	5,000
Irrigation repairs	3,000	-	3,000
Hardscape and support facilities mgmt			
Pressure washing	25,000	-	25,000
Janitorial	35,000	-	35,000
Supplies	2,000	-	2,000
Utilities	7,500	-	7,500
Public safety and ambassador services			
Contract services	133,000	39,594	172,594
Technology and support	35,000	-	35,000
Hydraulic containment system	37,500	-	37,500
Field operations contingency	35,000	-	35,000
Aquatic weed control	3,300	-	3,300
Total field operations	<u>1,064,935</u>	<u>(486,254)</u>	<u>578,681</u>
Total expenditures	<u>1,298,784</u>	<u>(501,254)</u>	<u>797,530</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	246,780	246,780
Fund balance - beginning (unaudited)	362,038	(85,182)	276,856
Fund balance - ending (projected)			
Committed			
Reserved for Capital Projects or O &M	346,654	-	346,654
Assigned			
Working capital	-	123,210	123,210
Unassigned	15,384	38,388	53,772
Fund balance - ending (projected)	<u>\$ 362,038</u>	<u>\$ 161,598</u>	<u>\$ 523,636</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional and Administrative Services

Supervisors	\$ 6,459
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates twelve meetings during the fiscal year.	
Management	48,000
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bonds, and operate and maintain the assets of the community.	
CRA/city grant administration	5,000
DSF accounting - series 2022 marina	6,250
DSF accounting - series 2023	18,750
Legal	35,000
The District's Attorneys provides general counsel and legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, this firm provides services as "local government lawyers" realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.	
Engineering	50,000
The District's Engineer provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	7,500
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the rules of the Florida Auditor General	
Arbitrage rebate calculation	1,500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934. Wrathell, Hunt and Associates, LLC serves as the dissemination agent.	
Dissemination agent - series 2022 marina	1,750
Dissemination agent - series 2023	5,250
Trustee	19,000
Annual fees are paid for services provided as trustee, paying agent and registrar.	
Telephone	200
Postage	500
Letterhead, envelopes, copies, agenda packages, etc.	
Printing & binding	500
Legal advertising	1,700
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Insurance	8,500
The District carries public officials and general liability insurance	
Contingencies/bank charges	1,000
Meeting room rental	900
Website hosting & maintenance	705
Website ADA compliance	210
Field Operations	
Field operations management	-
Manager, assistant manager, and porter managing day to day operations	
On-site office and supplies	25,000
Office, supplies, utilities, and branded cart	
Insurance	40,000
General liability and property insurance	
Accounting	7,500
Event programming	-
Stormwater management	
Inspection and cleaning	15,000
Annual monitoring & reporting as well as cleaning and repair on an as needed basis of the inlets, interconnecting pipes, swales, and berms	
Lighting	
Electricity	20,000
Electricity from JEA	
Repairs & maintenance	2,500
Utilization of licensed and insured electrician for lighting repairs	
Cleaning	-
Annual removal and cleaning of globes and lenses	
Landscape maintenance	
Maintenance contract	56,652
All inclusive; fertilizer & chemical treatments, irrigation checks, shrub pruning quarterly, mulch twice annually on net 5.6 acres of landscaping at \$.75 per square foot	
Effluent supply	51,135
Assumes 26 watering weeks per year at 3/4" water each watering week at \$1.25 per 1,000 gallons	
Plant replacement	5,000
Periodic replacement of dead or deteriorated plant material outside of warranty as well as quarterly flower change outs	
Arbor care	-
Pruning of palms and canopy trees over 14'	
Irrigation repairs	3,000
Periodic repairs and valve/head replacements	
Hardscape and support facilities mgmt	
Pressure washing	25,000
Pressure washing all park and river walk hardscape semi-annually and annual pressure washing of all other hardscape, monuments, facilities and sidewalks not in parks or river walk	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Janitorial	35,000
Supplies	2,000
Bags, paper/cleaning products, soap and etc.	
Utilities	7,500
Various water/sewer, electric and dumpster services	
Public safety and ambassador services	
Contract services	172,594
Public safety and support Ambassador Services in "branded uniforms". Provides for 276 hours per week at \$45 per hour, allowing for one Ambassador four days per week/ 24 hours per day, and two to three Ambassadors (depending on time of day) 3 days	
Technology and support	35,000
Covers cost of managing, monitoring, operating, and maintaining surveillance technology and support systems including Ambassador Patrol support services	
Monitoring & reporting	-
Hydraulic containment system	37,500
Groundwater recovery pump	-
Field operations contingency	35,000
Aquatic weed control	3,300
Lake Doctors maintenance of rip wall bimonthly	
Other fees and charges	
Tax collector	-
The tax collector's fee is 3.5%.	
Total expenditures	<u><u>\$ 797,530</u></u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2020
FISCAL YEAR 2025**

	Fiscal Year 2024				Amended
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUE					
Assessment levy: off-roll	\$ 1,700,427	\$ -	\$ -	\$ -	\$ -
Interest	-	29,403	-	29,403	-
Total revenue	<u>1,700,427</u>	<u>29,403</u>	<u>-</u>	<u>29,403</u>	<u>-</u>
EXPENDITURES					
Debt service					
Interest	1,781,250	-	-	-	-
Total debt service	<u>1,781,250</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>1,781,250</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
OTHER FINANCING SOURCES/(USES)					
Transfer out		(3,574,358)	-	(3,574,358)	
Total other financing sources/(uses)	<u>-</u>	<u>(3,574,358)</u>	<u>-</u>	<u>(3,574,358)</u>	<u>-</u>
Net increase/(decrease) in fund balance	(80,823)	(3,544,955)	-	(3,544,955)	-
Beginning fund balance (unaudited)	16,614	3,544,955	-	3,544,955	-
Ending fund balance (projected)	<u>\$ (64,209)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
Use of fund balance:					
Debt service reserve account balance (required)					-
Interest expense - February 1, 2026					-
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ -</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022
FISCAL YEAR 2025**

	Fiscal Year 2024				Amended
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUE					
Assessment levy: off-roll	\$ 431,945	\$ -	\$ -	\$ -	\$ -
Interest	-	5,825	-	5,825	-
Total revenue	<u>431,945</u>	<u>5,825</u>	<u>-</u>	<u>5,825</u>	<u>-</u>
EXPENDITURES					
Debt service					
Interest	462,825	-	-	-	-
Total debt service	<u>462,825</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>462,825</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
OTHER FINANCING SOURCES/(USES)					
Transfer Out	-	(708,798)	-	(708,798)	-
Total other financing sources/(uses)	<u>-</u>	<u>(708,798)</u>	<u>-</u>	<u>(708,798)</u>	<u>-</u>
Net increase/(decrease) in fund balance	(30,880)	(702,973)	-	(702,973)	-
Beginning fund balance (unaudited)	682,618	702,973	-	702,973	-
Ending fund balance (projected)	<u>\$ 651,738</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
Use of fund balance:					
Debt service reserve account balance (required)					-
Interest expense - February 1, 2026					-
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ -</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022 (PUBLIC MARINA PROJECT)
FISCAL YEAR 2025**

	Fiscal Year 2024				Amended
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -
Total revenue	-	-	-	-	-
EXPENDITURES					
Debt service	-	-	-	-	-
Total expenditures	-	-	-	-	-
OTHER FINANCING SOURCES/(USES)					
Bond Anticipation Note proceeds		-	-	-	-
Total other financing sources/(uses)	-	-	-	-	-
Net increase/(decrease) in fund balance	-	-	-	-	-
Beginning fund balance (unaudited)	-	-	-	-	-
Ending fund balance (projected)	\$ -	\$ -	\$ -	\$ -	-
Use of fund balance:					
Debt service reserve account balance (required)					-
Interest expense - February 1, 2026					-
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ -

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023A-1
FISCAL YEAR 2025**

	Fiscal Year 2024				Amended
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUE					
Assessment levy: off-roll	\$ -	\$ -	\$ 20,344	\$ 20,344	\$ 40,688
Interest	-	551	-	551	-
Total revenue	-	551	20,344	20,895	40,688
EXPENDITURES					
Debt service					
Interest	-	7,007	-	7,007	40,688
Total debt service	-	7,007	-	7,007	40,688
Other fees & charges					
Tax collector	-	-	-	-	-
Total other fees & charges	-	-	-	-	-
Total expenditures	-	7,007	-	7,007	40,688
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	720,313	-	720,313	-
Payment to refunding Escrow agent	-	(836,720)	-	(836,720)	-
Transfer in	-	184,746	-	184,746	-
Total other financing sources/(uses)	-	68,339	-	68,339	-
Net increase/(decrease) in fund balance	-	61,883	20,344	82,227	-
Beginning fund balance (unaudited)	-	(22,582)	39,301	(22,582)	59,645
Ending fund balance (projected)	\$ -	\$ 39,301	\$ 59,645	\$ 59,645	59,645
Use of fund balance:					
Debt service reserve account balance (required)					(38,750)
Interest expense - February 1, 2026					(20,344)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 551

* The capitalized interest period runs through February 1, 2024.

District

Community Development District

Series 2023A-1, Grant Revenue and Special Assessment Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Principal Balance
02/01/2024			7,007.29	7,007.29	775,000.00
08/01/2024			20,343.75	20,343.75	775,000.00
02/01/2025			20,343.75	20,343.75	775,000.00
08/01/2025			20,343.75	20,343.75	775,000.00
02/01/2026			20,343.75	20,343.75	775,000.00
08/01/2026	35,000.00	5.250%	20,343.75	55,343.75	740,000.00
02/01/2027			19,425.00	19,425.00	740,000.00
08/01/2027	35,000.00	5.250%	19,425.00	54,425.00	705,000.00
02/01/2028			18,506.25	18,506.25	705,000.00
08/01/2028	40,000.00	5.250%	18,506.25	58,506.25	665,000.00
02/01/2029			17,456.25	17,456.25	665,000.00
08/01/2029	40,000.00	5.250%	17,456.25	57,456.25	625,000.00
02/01/2030			16,406.25	16,406.25	625,000.00
08/01/2030	45,000.00	5.250%	16,406.25	61,406.25	580,000.00
02/01/2031			15,225.00	15,225.00	580,000.00
08/01/2031	45,000.00	5.250%	15,225.00	60,225.00	535,000.00
02/01/2032			14,043.75	14,043.75	535,000.00
08/01/2032	50,000.00	5.250%	14,043.75	64,043.75	485,000.00
02/01/2033			12,731.25	12,731.25	485,000.00
08/01/2033	50,000.00	5.250%	12,731.25	62,731.25	435,000.00
02/01/2034			11,418.75	11,418.75	435,000.00
08/01/2034	55,000.00	5.250%	11,418.75	66,418.75	380,000.00
02/01/2035			9,975.00	9,975.00	380,000.00
08/01/2035	55,000.00	5.250%	9,975.00	64,975.00	325,000.00
02/01/2036			8,531.25	8,531.25	325,000.00
08/01/2036	60,000.00	5.250%	8,531.25	68,531.25	265,000.00
02/01/2037			6,956.25	6,956.25	265,000.00
08/01/2037	60,000.00	5.250%	6,956.25	66,956.25	205,000.00
02/01/2038			5,381.25	5,381.25	205,000.00
08/01/2038	65,000.00	5.250%	5,381.25	70,381.25	140,000.00
02/01/2039			3,675.00	3,675.00	140,000.00
08/01/2039	70,000.00	5.250%	3,675.00	73,675.00	70,000.00
02/01/2040			1,837.50	1,837.50	70,000.00
08/01/2040	70,000.00	5.250%	1,837.50	71,837.50	-
Total	775,000.00		431,863.54	1,206,863.54	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023A-2
FISCAL YEAR 2025**

	Fiscal Year 2024				Amended
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUE					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	18,897	-	18,897	-
Total revenue	-	18,897	-	18,897	-
EXPENDITURES					
Debt service					
Cost of issuance	-	561,050	-	561,050	-
Total debt service	-	561,050	-	561,050	-
Other fees & charges					
Property appraiser	-	-	-	-	-
Tax collector	-	-	-	-	-
Transfer in	-	-	-	-	-
Total other fees & charges	-	-	-	-	-
Total expenditures	-	561,050	-	561,050	-
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	41,815,000	-	41,815,000	-
Payment to refunding escrow agent	-	(44,829,463)	-	(44,829,463)	-
Transfer in	-	5,077,363	-	5,077,363	-
Total other financing sources/(uses)	-	2,062,900	-	2,062,900	-
Net increase/(decrease) in fund balance	-	1,520,747	-	1,520,747	-
Beginning fund balance (unaudited)	-	-	1,520,747	-	1,520,747
Ending fund balance (projected)	\$ -	\$ 1,520,747	\$ 1,520,747	\$ 1,520,747	1,520,747
Use of fund balance:					
Debt service reserve account balance (required)					(1,501,650)
Interest expense - February 1, 2026					-
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 19,097

* There is no payment due until August 1, 2027

District

Community Development District

Series 2023A-2, Grant Revenue and Special Assessment Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Principal Balance
02/01/2024			-	-	69,220,000.00
08/01/2024			-	-	69,220,000.00
02/01/2025			-	-	69,220,000.00
08/01/2025			-	-	69,220,000.00
02/01/2026			-	-	69,220,000.00
08/01/2026			-	-	69,220,000.00
02/01/2027			-	-	69,220,000.00
08/01/2027			1,990,075.00	1,990,075.00	69,220,000.00
02/01/2028			1,990,075.00	1,990,075.00	69,220,000.00
08/01/2028			1,990,075.00	1,990,075.00	69,220,000.00
02/01/2029			1,990,075.00	1,990,075.00	69,220,000.00
08/01/2029	1,410,000.00	5.750%	1,990,075.00	3,400,075.00	67,810,000.00
02/01/2030			1,949,537.50	1,949,537.50	67,810,000.00
08/01/2030	1,490,000.00	5.750%	1,949,537.50	3,439,537.50	66,320,000.00
02/01/2031			1,906,700.00	1,906,700.00	66,320,000.00
08/01/2031	1,575,000.00	5.750%	1,906,700.00	3,481,700.00	64,745,000.00
02/01/2032			1,861,418.75	1,861,418.75	64,745,000.00
08/01/2032	1,665,000.00	5.750%	1,861,418.75	3,526,418.75	63,080,000.00
02/01/2033			1,813,550.00	1,813,550.00	63,080,000.00
08/01/2033	1,760,000.00	5.750%	1,813,550.00	3,573,550.00	61,320,000.00
02/01/2034			1,762,950.00	1,762,950.00	61,320,000.00
08/01/2034	1,860,000.00	5.750%	1,762,950.00	3,622,950.00	59,460,000.00
02/01/2035			1,709,475.00	1,709,475.00	59,460,000.00
08/01/2035	1,970,000.00	5.750%	1,709,475.00	3,679,475.00	57,490,000.00
02/01/2036			1,652,837.50	1,652,837.50	57,490,000.00
08/01/2036	2,085,000.00	5.750%	1,652,837.50	3,737,837.50	55,405,000.00
02/01/2037			1,592,893.75	1,592,893.75	55,405,000.00
08/01/2037	2,200,000.00	5.750%	1,592,893.75	3,792,893.75	53,205,000.00
02/01/2038			1,529,643.75	1,529,643.75	53,205,000.00
08/01/2038	2,330,000.00	5.750%	1,529,643.75	3,859,643.75	50,875,000.00
02/01/2039			1,462,656.25	1,462,656.25	50,875,000.00
08/01/2039	2,465,000.00	5.750%	1,462,656.25	3,927,656.25	48,410,000.00
02/01/2040			1,391,787.50	1,391,787.50	48,410,000.00
08/01/2040	2,605,000.00	5.750%	1,391,787.50	3,996,787.50	45,805,000.00
02/01/2041			1,316,893.75	1,316,893.75	45,805,000.00
08/01/2041	2,755,000.00	5.750%	1,316,893.75	4,071,893.75	43,050,000.00
02/01/2042			1,237,687.50	1,237,687.50	43,050,000.00
08/01/2042	2,915,000.00	5.750%	1,237,687.50	4,152,687.50	40,135,000.00
02/01/2043			1,153,881.25	1,153,881.25	40,135,000.00
08/01/2043	3,080,000.00	5.750%	1,153,881.25	4,233,881.25	37,055,000.00
02/01/2044			1,065,331.25	1,065,331.25	37,055,000.00
08/01/2044	3,260,000.00	5.750%	1,065,331.25	4,325,331.25	33,795,000.00
02/01/2045			971,606.25	971,606.25	33,795,000.00
08/01/2045	3,445,000.00	5.750%	971,606.25	4,416,606.25	30,350,000.00
02/01/2046			872,562.50	872,562.50	30,350,000.00
08/01/2046	3,645,000.00	5.750%	872,562.50	4,517,562.50	26,705,000.00
02/01/2047			767,768.75	767,768.75	26,705,000.00
08/01/2047	3,850,000.00	5.750%	767,768.75	4,617,768.75	22,855,000.00
02/01/2048			657,081.25	657,081.25	22,855,000.00
08/01/2048	4,075,000.00	5.750%	657,081.25	4,732,081.25	18,780,000.00

District

Community Development District

Series 2023A-2, Grant Revenue and Special Assessment Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Principal Balance
02/01/2049			539,925.00	539,925.00	18,780,000.00
08/01/2049	4,310,000.00	5.750%	539,925.00	4,849,925.00	14,470,000.00
02/01/2050			416,012.50	416,012.50	14,470,000.00
08/01/2050	4,555,000.00	5.750%	416,012.50	4,971,012.50	9,915,000.00
02/01/2051			285,056.25	285,056.25	9,915,000.00
08/01/2051	4,820,000.00	5.750%	285,056.25	5,105,056.25	5,095,000.00
02/01/2052			146,481.25	146,481.25	5,095,000.00
08/01/2052	5,095,000.00	5.750%	146,481.25	5,241,481.25	-
Total	69,220,000.00		66,077,850.00	135,297,850.00	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024 (PUBLIC MARINA PROJECT)
FISCAL YEAR 2025**

	Fiscal Year 2024				Amended
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -
Total revenue	-	-	-	-	-
EXPENDITURES					
Debt service	-	-	-	-	-
Cost of issuance	-	-	94,065	94,065	-
Total expenditures	-	-	94,065	94,065	-
OTHER FINANCING SOURCES/(USES)					
BAN proceeds	-	-	4,253,490	4,253,490	-
Payment to refunding escrow agent			(4,159,425)	(4,159,425)	
Total other financing sources/(uses)	-	-	94,065	94,065	-
Net increase/(decrease) in fund balance	-	-	-	-	-
Beginning fund balance (unaudited)	-	-	-	-	-
Ending fund balance (projected)	\$ -	\$ -	\$ -	\$ -	-
Use of fund balance:					
Debt service reserve account balance (required)					-
Interest expense - February 1, 2026					-
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ -

District
Community Development District
Series 2024, Bond Anticipation Notes (Public Marina Project)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Principal Balance
09/04/2024					5,475,000.00
12/01/2027	5,475,000.00	6.500%	1,242,411.64	6,717,411.64	-
Total	\$5,475,000.00		\$1,242,411.64	\$6,717,411.64	

All payments received by the Registered Owner hereunder shall be applied first to the payment of interest due and payable, with the balance applied to principal. All accrued and unpaid interest and outstanding principal shall be paid in full in a single payment on December 1, 2027.

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Off-Roll Assessments - Product Basis						
Product	Units	FY 2025				FY 2024*
		O&M Assessment per Unit	2023A-1 DS Assessment per Unit	2023A-2 DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
Retail	121,400	\$ 598.55	\$ -	\$ -	\$ 598.55	\$ 1,406.54
Apartments	930	512.90	-	-	512.90	1,172.11
Townhomes	40	393.90	1,017.20	-	1,411.10	1,562.82
Office	200,000	598.55	-	-	598.55	1,406.54
Hotel	200	307.74	-	-	307.74	781.41
Condo	200	1,137.09	-	-	1,137.09	2,734.93

* Reflects the Adopted FY 2024 Assessment figures - please note that the FY 2024 Assessments included those levied to repay the Series 2020 and 2022 Bonds, which were subsequently refinanced with proceeds of the Series 2023A-1 and 2023A-2 Bonds

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

Off-Roll Assessments - Product Basis							
Product	Parcel	Units	FY 2025				FY 2024*
			O&M Assessment per Unit	2023A-1 DS Assessment per Unit	2023A-2 DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
Retail	1A-R	30,000	\$ 598.55	\$ -	\$ -	\$ 598.55	\$ 1,406.54
Apartments	1A-A	430	512.90	-	-	512.90	1,172.11
Retail	2A-R	30,000	598.55	-	-	598.55	1,406.54
Apartments	2A-A	500	512.90	-	-	512.90	1,172.11
Townhomes	3A	20	393.90	1,017.20	-	1,411.10	1,562.82
Office	4A	200,000	598.55	-	-	598.55	1,406.54
Retail	5A	15,000	598.55	-	-	598.55	1,406.54
Retail	6A	12,400	598.55	-	-	598.55	1,406.54
Hotel	7A	200	307.74	-	-	307.74	781.41
Condo	9A	200	1,137.09	-	-	1,137.09	2,734.93
Townhomes	9B	20	393.90	1,017.20	-	1,411.10	1,562.82
Retail	10	17,000	598.55	-	-	598.55	1,406.54
Retail	11	17,000	598.55	-	-	598.55	1,406.54

* Reflects the Adopted FY 2024 Assessment figures - please note that the FY 2024 Assessments included those levied to repay the Series 2020 and 2022 Bonds, which were subsequently refinanced with proceeds of the Series 2023A-1 and 2023A-2 Bonds

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-08
[AMENDING FY 2025 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2024-14 RELATING TO PROVIDING FOR FUNDING FOR THE AMENDED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR AMENDMENTS TO THE COLLECTION AND ENFORCEMENT OF O&M ASSESSMENTS AND AMENDMENTS TO THE ASSESSMENT ROLL RELATING TO O&M ASSESSMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of Jacksonville, Duval County, Florida; and

WHEREAS, on August 19, 2024, the Board of Supervisors of the District ("**Board**"), adopted Resolution 2024-14 which, among other things, for FY 2025¹ provided funding for the District's Adopted Budget, levied O&M Assessments in order to fund a portion of such Adopted Budget, provided for the collection and enforcement of such O&M Assessments, and certified an Assessment Roll; and

WHEREAS, pursuant to Resolution 2025-06, the Board amended the Adopted Budget for FY 2025 (as amended in Resolution 2025-06 and attached as **Exhibit A** thereto, the "**Amended Budget**"), which amendment reduced the amount of O&M Assessments necessary for the District to collect in order to fully fund its Amended Budget; and

WHEREAS, the Board desires to amend Resolution 2024-14 in order to reduce the O&M Assessments levied and collected for FY 2025 by a corresponding amount.

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

1. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2024-14, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2024-14 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

¹ Capitalized terms not otherwise defined herein shall have the meanings defined for them as provided in Resolution 2024-14.

2. AMENDMENT. Resolution 2024-14 is hereby amended as follows:

- a. Exhibit A to Resolution 2024-14 is replaced in full by Exhibit A to Resolution 2025-06, and all references therein shall be correspondingly updated.
- b. The Assessment Roll attached as Exhibit B to Resolution 2024-14 is replaced in full by **Exhibit B-1** attached hereto, and all references therein shall be correspondingly updated.
- c. Section 4.a.i. of Resolution 2024-14 is hereby amended as follows:
 - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on **October 1, 2024** provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: 66.67% due no later than **December 15, 2024**, 33.33% due no later than **February 1, 2025** ~~50% due no later than October 1, 2024, 25% due no later than February 1, 2025 and 25% due no later than April 1, 2025.~~

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

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

Introduced, considered favorably, and adopted this 19th day of May, 2025.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit B-1: Updated Assessment Roll

Exhibit B-1:
Updated Assessment Roll

Parcel Number	Owner	Acres	Adopted FY	Amended FY	Difference
			2025 Budget O&M	2025 Budget O&M	
R-080096-0710	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.01	\$788.75	\$591.56	\$197.19
R-080096-0720	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.01	\$788.75	\$591.56	\$197.19
R-080096-0860	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	2.93	\$231,103.90	\$173,327.93	\$57,775.97
R-080096-0880	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	2.23	\$175,891.36	\$131,918.53	\$43,972.83
R-080096-0920	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	3.64	\$287,105.18	\$215,328.90	\$71,776.29
R-080096-0940	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.49	\$38,648.77	\$28,986.58	\$9,662.19
R-080096-0960	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	1.29	\$101,748.81	\$76,311.61	\$25,437.20
R-080096-0980	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.61	\$48,113.78	\$36,085.34	\$12,028.44
R-080096-1000	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	1.62	\$127,777.58	\$95,833.19	\$31,944.39
R-080096-1020	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	1.77	\$139,608.84	\$104,706.63	\$34,902.21
R-080096-1060	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.09	\$7,098.75	\$5,324.07	\$1,774.69
R-080096-1080	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.39	\$30,761.27	\$23,070.95	\$7,690.32
R-080096-1100	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.4	\$31,550.02	\$23,662.52	\$7,887.50
R-080096-1150	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.14	\$11,042.51	\$8,281.88	\$2,760.63
R-080096-1160	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.14	\$11,042.51	\$8,281.88	\$2,760.63
R-080096-1170	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.1	\$7,887.51	\$5,915.63	\$1,971.88
R-080096-1180	ELEMENTS DEVELOPMENT OF JACKSONVILLE LLC	0.34	\$26,817.52	\$20,113.14	\$6,704.38
R-080096-1240	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
R-080096-1245	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1250	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1255	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
R-080096-1260	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
R-080096-1265	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1270	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1275	TOLL SOUTHEAST LP COMPANY INC	0.07 lots	\$525.21	\$393.90	\$131.31
R-080096-1280	TOLL SOUTHEAST LP COMPANY INC	0.06 lots	\$525.21	\$393.90	\$131.31
R-080096-1285	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1290	TOLL SOUTHEAST LP COMPANY INC	0.06 lots	\$525.21	\$393.90	\$131.31
R-080096-1295	TOLL SOUTHEAST LP COMPANY INC	0.06 lots	\$525.21	\$393.90	\$131.31
R-080096-1300	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1305	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1310	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1315	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1320	TOLL SOUTHEAST LP COMPANY INC	0.05 lots	\$525.21	\$393.90	\$131.31
R-080096-1325	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
R-080096-1330	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1335	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
R-080096-1340	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
R-080096-1345	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1350	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1355	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
R-080096-1360	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
R-080096-1365	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1370	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1375	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1380	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1385	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
R-080096-1390	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
R-080096-1395	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1400	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1405	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1410	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1415	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1420	TOLL SOUTHEAST LP COMPANY INC	0.05 lots	\$525.21	\$393.90	\$131.31
R-080096-1425	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1430	TOLL SOUTHEAST LP COMPANY INC	0.03 lots	\$525.21	\$393.90	\$131.31
R-080096-1435	TOLL SOUTHEAST LP COMPANY INC	0.04 lots	\$525.21	\$393.90	\$131.31
Total			\$1,298,784.21	\$974,087.90	\$324,696.31

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-09

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

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

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

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

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

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

DATE: _____

HOUR: 1:30 p.m.

LOCATION: offices of Kimley Horn & Associates
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258

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

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

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

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

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

PASSED AND ADOPTED THIS 19TH DAY OF MAY, 2025.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
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**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Amended Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy - gross	\$ -				\$ 15,741
Allowable discounts	-				(630)
Assessment levy - net	-	\$ -	\$ -	\$ -	15,111
Assessment levy: off-roll	974,088	974,089	-	974,089	885,610
Developer contribution	66,594	66,594	-	66,594	-
Interest	3,628	3,742	-	3,742	3,628
Total revenues	1,044,310	1,044,425	-	1,044,425	904,349
EXPENDITURES					
Professional & administrative					
Supervisors	6,459	1,937	4,522	6,459	6,459
Management	48,000	24,000	24,000	48,000	48,000
CRA/city grant administration	5,000	2,500	2,500	5,000	5,000
DSF accounting - series 2024 marina	6,250	3,125	3,125	6,250	6,250
DSF accounting - series 2023	18,750	9,375	9,375	18,750	18,750
Legal	35,000	7,129	27,871	35,000	35,000
Engineering	50,000	2,775	47,225	50,000	50,000
Audit	7,500	-	7,500	7,500	7,500
Arbitrage rebate calculation	1,500	-	1,500	1,500	1,500
Dissemination agent - series 2024 marina	1,750	875	875	1,750	1,750
Dissemination agent - series 2023	5,250	2,625	2,625	5,250	5,250
Trustee	19,000	8,250	10,750	19,000	19,000
Telephone	200	100	100	200	200
Postage	500	309	191	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,700	865	835	1,700	1,700
Annual special district fee	175	175	-	175	175
Insurance	8,500	6,477	-	6,477	8,500
Contingencies/bank charges	1,000	12	988	1,000	1,500
Meeting room rental	900	-	900	900	900
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Property appraiser & tax collector	-	-	-	-	551
Total professional & administrative	218,849	71,484	145,342	216,826	219,900

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Amended Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
Field Operations					
Field operations management	-	-	-	-	50,000
On-site office and supplies	25,000	-	-	-	-
Insurance	40,000	-	12,500	12,500	50,000
Accounting	7,500	-	1,875	1,875	7,500
Inspection and cleaning	15,000	-	15,000	15,000	51,800
Lighting					
Electricity	20,000	-	3,750	3,750	7,500
Streetlight lease	-	-	-	-	22,028
Repairs & maintenance	2,500	-	1,000	1,000	1,000
Landscape maintenance					
Maintenance contract	56,652	29,305	27,347	56,652	115,000
Effluent supply	51,135	-	25,000	25,000	51,135
Plant replacement	5,000	-	5,000	5,000	10,000
Irrigation repairs	3,000	-	3,000	3,000	5,000
Hardscape and support facilities mgmt					
Pressure washing	25,000	-	12,500	12,500	78,800
Janitorial	35,000	-	17,500	17,500	50,000
Supplies	2,000	-	2,000	2,000	4,000
Restroom trailer rental	-	-	5,000	5,000	15,000
Utilities	7,500	-	4,500	4,500	10,000
Public safety and ambassador services					
Contract services	172,594	6,240	157,887	164,127	227,136
Technology and support	35,000	-	17,500	17,500	40,000
Hydraulic containment system	37,500	-	37,500	37,500	-
Field operations contingency	35,000	825	12,000	12,825	50,000
Aquatic weed control	3,300	-	3,300	3,300	-
Total field operations	<u>578,681</u>	<u>36,370</u>	<u>330,034</u>	<u>366,404</u>	<u>845,899</u>
Total expenditures	<u>797,530</u>	<u>107,854</u>	<u>475,376</u>	<u>583,230</u>	<u>1,066,350</u>
Excess/(deficiency) of revenues over/(under) expenditures	246,780	936,571	(475,376)	461,195	(162,001)
Fund balance - beginning (unaudited)	276,856	273,270	1,209,841	273,270	734,465
Fund balance - ending (projected)					
Committed					
Reserved for Capital Projects or O & M	346,654	346,654	346,654	346,654	346,654
Assigned					
Working capital	123,210	123,210	123,210	123,210	123,210
Unassigned	53,772	739,977	264,601	264,601	102,600
Fund balance - ending (projected)	<u>\$ 523,636</u>	<u>\$ 1,209,841</u>	<u>\$ 734,465</u>	<u>\$ 734,465</u>	<u>\$ 572,464</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional and Administrative Services

Supervisors	\$ 6,459
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The District anticipates twelve meetings during the fiscal year.	
Management	48,000
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bonds, and operate and maintain the assets of the community.	
CRA/city grant administration	5,000
DSF accounting - series 2024 marina	6,250
DSF accounting - series 2023	18,750
Legal	35,000
The District's Attorneys provides general counsel and legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, this firm provides services as "local government lawyers" realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.	
Engineering	50,000
The District's Engineer provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	7,500
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the rules of the Florida Auditor General	
Arbitrage rebate calculation	1,500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934. Wrathell, Hunt and Associates, LLC serves as the dissemination agent.	
Dissemination agent - series 2024 marina	1,750
Dissemination agent - series 2023	5,250
Trustee	19,000
Annual fees are paid for services provided as trustee, paying agent and registrar.	
Telephone	200
Postage	500
Letterhead, envelopes, copies, agenda packages, etc.	
Printing & binding	500
Legal advertising	1,700
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Insurance	8,500
The District carries public officials and general liability insurance	
Contingencies/bank charges	1,500
Meeting room rental	900
Website hosting & maintenance	705
Website ADA compliance	210
Field Operations	
Field operations management	50,000
Assumes contract with property management company for field operations administration	
Insurance	50,000
General liability and property insurance	
Accounting	7,500
Stormwater management	
Inspection and cleaning	51,800
Annual monitoring & reporting as well as cleaning and repair on an as needed basis of the inlets, interconnecting pipes, swales, and berms. Includes bi-monthly weed spraying in rip-rap and hydraulic containment system expenses	
Lighting	
Electricity	7,500
Electricity from JEA for miscellaneous monument, park, landscape, and waterfront lighting	
Streetlight lease	22,028
Pole, power, maintenance lease with JEA for 92 streetlights at \$20 per light/per month	
Repairs & maintenance	1,000
Utilization of licensed and insured electrician for lighting repairs	
Landscape maintenance	
Maintenance contract	115,000
All inclusive; fertilizer & chemical treatments, irrigation checks, shrub pruning quarterly, mulch twice annually on net 5.6 acres of landscaping at \$.75 per square foot	
Effluent supply	51,135
Assumes 26 watering weeks per year at 3/4" water each watering week at \$1.25 per 1,000 gallons	
Plant replacement	10,000
Periodic replacement of dead or deteriorated plant material outside of warranty as well as quarterly flower change outs	
Irrigation repairs	5,000
Periodic repairs and valve/head replacements	
Hardscape and support facilities mgmt	
Pressure washing	78,800
Repairs and maintenance of all park facilities and amenities. Pressure washing all park and river walk hardscape semi-annually and annual pressure washing of all other hardscape, monuments, facilities and sidewalks. Includes \$25,000 for boardwalk annual repairing and resealing of pressure treated wood walking surface	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Janitorial	50,000
Daily grounds trash pickup, trash receptacle change outs as well as bench, water fountain, and trash receptacle wipe downs and bathroom cleaning and restocking	
Supplies	4,000
Bags, paper/cleaning products, soap and etc.	
Restroom trailer rental	15,000
Costs of restroom trailer rental for first quarter of fiscal year 2026	
Utilities	10,000
Various water/sewer, electric and dumpster services	
Public safety and ambassador services	
Contract services	227,136
Public safety and support ambassador services in "branded uniforms". Provides for 168 hours per week at \$26 per hour, allowing for one ambassador 24 hours per day - 7 days/week including a marked vehicle, fuel, and cell phone	
Technology and support	40,000
Covers cost of managing, monitoring, operating, and maintaining surveillance technology and support systems including Ambassador Patrol support services	
Field operations contingency	50,000
Other fees and charges	
Property appraiser & tax collector	551
Total expenditures	<u><u>\$ 1,066,350</u></u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023A-1
FISCAL YEAR 2026**

	Fiscal Year 2024				
	Amended Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
REVENUE					
Assessment levy - gross	\$ -				\$ 84,419
Allowable discounts (4%)	-				(3,377)
Assessment levy - net	-	\$ -	\$ -	\$ -	81,042
Assessment levy: off-roll	40,688	30,516	10,172	40,688	-
Interest	-	987	-	987	-
Developer contribution	-	22,583	-	22,583	-
Total revenue	<u>40,688</u>	<u>54,086</u>	<u>10,172</u>	<u>64,258</u>	<u>81,042</u>
EXPENDITURES					
Debt service					
Principal	-	-	-	-	35,000
Interest	40,688	20,344	20,344	40,688	40,688
Total debt service	<u>40,688</u>	<u>20,344</u>	<u>20,344</u>	<u>40,688</u>	<u>75,688</u>
Other fees & charges					
Tax collector	-	-	-	-	2,955
Total other fees & charges	-	-	-	-	2,955
Total expenditures	<u>40,688</u>	<u>20,344</u>	<u>20,344</u>	<u>40,688</u>	<u>78,643</u>
Net increase/(decrease) in fund balance	-	33,742	(10,172)	23,570	2,399
Beginning fund balance (unaudited)	59,645	17,935	51,677	17,935	41,505
Ending fund balance (projected)	<u>\$59,645</u>	<u>\$ 51,677</u>	<u>\$ 41,505</u>	<u>\$ 41,505</u>	<u>43,904</u>
Use of fund balance:					
Debt service reserve account balance (required)					(38,750)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 5,154</u>

District

Community Development District

Series 2023A-1, Grant Revenue and Special Assessment Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Principal Balance
02/01/2026			20,343.75	20,343.75	775,000.00
08/01/2026	35,000.00	5.250%	20,343.75	55,343.75	740,000.00
02/01/2027			19,425.00	19,425.00	740,000.00
08/01/2027	35,000.00	5.250%	19,425.00	54,425.00	705,000.00
02/01/2028			18,506.25	18,506.25	705,000.00
08/01/2028	40,000.00	5.250%	18,506.25	58,506.25	665,000.00
02/01/2029			17,456.25	17,456.25	665,000.00
08/01/2029	40,000.00	5.250%	17,456.25	57,456.25	625,000.00
02/01/2030			16,406.25	16,406.25	625,000.00
08/01/2030	45,000.00	5.250%	16,406.25	61,406.25	580,000.00
02/01/2031			15,225.00	15,225.00	580,000.00
08/01/2031	45,000.00	5.250%	15,225.00	60,225.00	535,000.00
02/01/2032			14,043.75	14,043.75	535,000.00
08/01/2032	50,000.00	5.250%	14,043.75	64,043.75	485,000.00
02/01/2033			12,731.25	12,731.25	485,000.00
08/01/2033	50,000.00	5.250%	12,731.25	62,731.25	435,000.00
02/01/2034			11,418.75	11,418.75	435,000.00
08/01/2034	55,000.00	5.250%	11,418.75	66,418.75	380,000.00
02/01/2035			9,975.00	9,975.00	380,000.00
08/01/2035	55,000.00	5.250%	9,975.00	64,975.00	325,000.00
02/01/2036			8,531.25	8,531.25	325,000.00
08/01/2036	60,000.00	5.250%	8,531.25	68,531.25	265,000.00
02/01/2037			6,956.25	6,956.25	265,000.00
08/01/2037	60,000.00	5.250%	6,956.25	66,956.25	205,000.00
02/01/2038			5,381.25	5,381.25	205,000.00
08/01/2038	65,000.00	5.250%	5,381.25	70,381.25	140,000.00
02/01/2039			3,675.00	3,675.00	140,000.00
08/01/2039	70,000.00	5.250%	3,675.00	73,675.00	70,000.00
02/01/2040			1,837.50	1,837.50	70,000.00
08/01/2040	70,000.00	5.250%	1,837.50	71,837.50	-
Total	775,000.00		431,863.54	1,206,863.54	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023A-2
FISCAL YEAR 2026**

	Fiscal Year 2024				Proposed Budget FY 2026
	Amended Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUE					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	53,070	-	53,070	-
Total revenue	-	53,070	-	53,070	-
EXPENDITURES					
Total expenditures	-	-	-	-	-
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	211,050	(211,050)	-	-
Transfer in	-	88,350	(88,350)	-	-
Total other financing sources/(uses)	-	299,400	(299,400)	-	-
Net increase/(decrease) in fund balance	-	352,470	(299,400)	53,070	-
Beginning fund balance (unaudited)	1,520,747	1,816,620	2,169,090	1,816,620	1,869,690
Ending fund balance (projected)	<u>\$1,520,747</u>	<u>\$2,169,090</u>	<u>\$1,869,690</u>	<u>\$1,869,690</u>	<u>1,869,690</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,501,650)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 368,040</u>

* There is no payment due until August 1, 2027

District

Community Development District

Series 2023A-2, Grant Revenue and Special Assessment Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Principal Balance
02/01/2026			-	-	69,220,000.00
08/01/2026			-	-	69,220,000.00
02/01/2027			-	-	69,220,000.00
08/01/2027			1,990,075.00	1,990,075.00	69,220,000.00
02/01/2028			1,990,075.00	1,990,075.00	69,220,000.00
08/01/2028			1,990,075.00	1,990,075.00	69,220,000.00
02/01/2029			1,990,075.00	1,990,075.00	69,220,000.00
08/01/2029	1,410,000.00	5.750%	1,990,075.00	3,400,075.00	67,810,000.00
02/01/2030			1,949,537.50	1,949,537.50	67,810,000.00
08/01/2030	1,490,000.00	5.750%	1,949,537.50	3,439,537.50	66,320,000.00
02/01/2031			1,906,700.00	1,906,700.00	66,320,000.00
08/01/2031	1,575,000.00	5.750%	1,906,700.00	3,481,700.00	64,745,000.00
02/01/2032			1,861,418.75	1,861,418.75	64,745,000.00
08/01/2032	1,665,000.00	5.750%	1,861,418.75	3,526,418.75	63,080,000.00
02/01/2033			1,813,550.00	1,813,550.00	63,080,000.00
08/01/2033	1,760,000.00	5.750%	1,813,550.00	3,573,550.00	61,320,000.00
02/01/2034			1,762,950.00	1,762,950.00	61,320,000.00
08/01/2034	1,860,000.00	5.750%	1,762,950.00	3,622,950.00	59,460,000.00
02/01/2035			1,709,475.00	1,709,475.00	59,460,000.00
08/01/2035	1,970,000.00	5.750%	1,709,475.00	3,679,475.00	57,490,000.00
02/01/2036			1,652,837.50	1,652,837.50	57,490,000.00
08/01/2036	2,085,000.00	5.750%	1,652,837.50	3,737,837.50	55,405,000.00
02/01/2037			1,592,893.75	1,592,893.75	55,405,000.00
08/01/2037	2,200,000.00	5.750%	1,592,893.75	3,792,893.75	53,205,000.00
02/01/2038			1,529,643.75	1,529,643.75	53,205,000.00
08/01/2038	2,330,000.00	5.750%	1,529,643.75	3,859,643.75	50,875,000.00
02/01/2039			1,462,656.25	1,462,656.25	50,875,000.00
08/01/2039	2,465,000.00	5.750%	1,462,656.25	3,927,656.25	48,410,000.00
02/01/2040			1,391,787.50	1,391,787.50	48,410,000.00
08/01/2040	2,605,000.00	5.750%	1,391,787.50	3,996,787.50	45,805,000.00
02/01/2041			1,316,893.75	1,316,893.75	45,805,000.00
08/01/2041	2,755,000.00	5.750%	1,316,893.75	4,071,893.75	43,050,000.00
02/01/2042			1,237,687.50	1,237,687.50	43,050,000.00
08/01/2042	2,915,000.00	5.750%	1,237,687.50	4,152,687.50	40,135,000.00
02/01/2043			1,153,881.25	1,153,881.25	40,135,000.00
08/01/2043	3,080,000.00	5.750%	1,153,881.25	4,233,881.25	37,055,000.00
02/01/2044			1,065,331.25	1,065,331.25	37,055,000.00
08/01/2044	3,260,000.00	5.750%	1,065,331.25	4,325,331.25	33,795,000.00
02/01/2045			971,606.25	971,606.25	33,795,000.00
08/01/2045	3,445,000.00	5.750%	971,606.25	4,416,606.25	30,350,000.00
02/01/2046			872,562.50	872,562.50	30,350,000.00
08/01/2046	3,645,000.00	5.750%	872,562.50	4,517,562.50	26,705,000.00
02/01/2047			767,768.75	767,768.75	26,705,000.00
08/01/2047	3,850,000.00	5.750%	767,768.75	4,617,768.75	22,855,000.00
02/01/2048			657,081.25	657,081.25	22,855,000.00
08/01/2048	4,075,000.00	5.750%	657,081.25	4,732,081.25	18,780,000.00
02/01/2049			539,925.00	539,925.00	18,780,000.00
08/01/2049	4,310,000.00	5.750%	539,925.00	4,849,925.00	14,470,000.00
02/01/2050			416,012.50	416,012.50	14,470,000.00
08/01/2050	4,555,000.00	5.750%	416,012.50	4,971,012.50	9,915,000.00
02/01/2051			285,056.25	285,056.25	9,915,000.00
08/01/2051	4,820,000.00	5.750%	285,056.25	5,105,056.25	5,095,000.00
02/01/2052			146,481.25	146,481.25	5,095,000.00
08/01/2052	5,095,000.00	5.750%	146,481.25	5,241,481.25	-
Total	69,220,000.00		66,077,850.00	135,297,850.00	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024 (PUBLIC MARINA PROJECT)
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Amended Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUE	\$ -	\$ -	\$ -	\$ -	\$ -
Total revenue	-	-	-	-	-
EXPENDITURES					
Total expenditures	-	-	-	-	-
Net increase/(decrease) in fund balance	-	-	-	-	-
Beginning fund balance (unaudited)	-		-	-	-
Ending fund balance (projected)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
Use of fund balance:					
Debt service reserve account balance (required)					-
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ -</u>

District
Community Development District
Series 2024, Bond Anticipation Notes (Public Marina Project)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Principal Balance
09/04/2024					5,475,000.00
12/01/2027	5,475,000.00	6.500%	1,242,411.64	6,717,411.64	-
Total	\$5,475,000.00		\$1,242,411.64	\$6,717,411.64	

All payments received by the Registered Owner hereunder shall be applied first to the payment of interest due and payable, with the balance applied to principal. All accrued and unpaid interest and outstanding principal shall be paid in full in a single payment on December 1, 2027.

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll Assessments - Product Basis						
Product	Units	FY 2026				FY 2025*
		O&M Assessment per Unit	2023A-1 DS Assessment per Unit	2023A-2 DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
Retail	121,400	\$ 553.13	\$ -	\$ -	\$ 553.13	\$ 798.07
Apartments	930	473.98	-	-	473.98	683.86
Office	200,000	553.13	-	-	553.13	798.07
Hotel	200	284.39	-	-	284.39	410.32
Condo	200	1,050.80	-	-	1,050.80	1,516.12

On-Roll Assessments - Product Basis						
Product	Units	FY 2026				FY 2025*
		O&M Assessment per Unit	2023A-1 DS Assessment per Unit	2023A-2 DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
Townhomes	40	\$ 393.53	\$ 2,110.48	\$ -	\$ 2,504.00	\$ 1,542.41

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll Assessments - Product Basis							
Product	Parcel	Units	FY 2026				FY 2025*
			O&M Assessment per Unit	2023A-1 DS Assessment per Unit	2023A-2 DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
Retail	1A-R	30,000	\$ 553.13	\$ -	\$ -	\$ 553.13	\$ 798.07
Apartments	1A-A	430	473.98	-	-	473.98	683.86
Retail	2A-R	30,000	553.13	-	-	553.13	798.07
Apartments	2A-A	500	473.98	-	-	473.98	683.86
Office	4A	200,000	553.13	-	-	553.13	798.07
Retail	5A	15,000	553.13	-	-	553.13	798.07
Retail	6A	12,400	553.13	-	-	553.13	798.07
Hotel	7A	200	284.39	-	-	284.39	410.32
Condo	9A	200	1,050.80	-	-	1,050.80	1,516.12
Retail	10	17,000	553.13	-	-	553.13	798.07
Retail	11	17,000	553.13	-	-	553.13	798.07

On-Roll Assessments - Parcel Basis							
Product	Parcel	Units	FY 2026				FY 2025*
			O&M Assessment per Unit	2023A-1 DS Assessment per Unit	2023A-2 DS Assessment per Unit	Total Assessment per Unit	Total Assessment per Unit
Townhomes	3A	20	393.53	2,110.48	-	2,504.00	1,542.41
Townhomes	9B	20	393.53	2,110.48	-	2,504.00	1,542.41

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

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

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

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

1. **ADOPTING ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of May, 2025.

ATTEST:

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Annual Meeting Schedule

EXHIBIT A

DISTRICT COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Offices of Kimley-Horn, 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2025	Regular Meeting	1:30 PM
November 17, 2025	Regular Meeting	1:30 PM
December 15, 2025	Regular Meeting	1:30 PM
January __, 2026*	Regular Meeting	1:30 PM
February 16, 2026	Regular Meeting	1:30 PM
March 16, 2026	Regular Meeting	1:30 PM
April 20, 2026	Regular Meeting	1:30 PM
May 18, 2026	Regular Meeting	1:30 PM
June 15, 2026	Regular Meeting	1:30 PM
July 20, 2026	Regular Meeting	1:30 PM
August 17, 2026	Regular Meeting	1:30 PM
September 21, 2026	Regular Meeting	1:30 PM

Exception

**The January meeting date is on the Martin Luther King Day holiday.*

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-11

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of May, 2025.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

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

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

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

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

ARTICLE I: DEFINITIONS

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

ARTICLE III: INVOCATION OF THE AGREEMENT

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

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

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

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

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



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Ron DeSantis, Governor

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

ARTICLE VI: RENDITION OF ASSISTANCE

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

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



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Ron DeSantis, Governor

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

ARTICLE VII: REIMBURSEMENT

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

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

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

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



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

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

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

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



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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



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

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

ARTICLE IX: INSURANCE

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

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

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

ARTICLE XI: EFFECTS OF AGREEMENT

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

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

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/19/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

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

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

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

NOW, THEREFORE, be it resolved by _____

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

ADOPTED BY: _____

DATE: _____

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

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

10

TEMPORARY RESTROOM FACILITIES SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on 04/11/21, 2025, by and between:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

LOVELY LOO PORTABLE RESTROOM LLC, a Florida limited liability company, with a mailing address of 1333 Helen Street, St. Augustine, Florida 32084 ("**Contractor**," together with District, "**Parties**").

RECITALS

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

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

WHEREAS, the District has a need to retain an independent contractor to provide installation and maintenance services for two (2) temporary restroom facilities to be located on certain property ("**Property**") located within the District and owned by Elements Development of Jacksonville, LLC ("**Developer**"); and

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

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional temporary restroom installation and maintenance Services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

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

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

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

SECTION 3. SCOPE OF TEMPORARY RESTROOM INSTALLATION AND MAINTENANCE SERVICES. As further provided in **Exhibit A**, the Contractor will install one (1) ADA plus 2-stall restroom trailer ("**Trailer #1**") and one (1) 4-stall restroom trailer ("**Trailer #2**") and together with Trailer #1, "**Trailers**") on mutually agreed upon locations on the Property. Initial installation of the Trailers shall be completed on a date or dates to be determined by the District Representative (hereinafter defined). The removal of the Trailers shall be completed no later than five (5) days after the District provides written notice to Contractor for the same. This schedule may only be altered in writing by the District in its sole discretion. Contractor shall also provide maintenance services to each of the Trailers on a bi-weekly basis, as further described in **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

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

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

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

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

(1) The District hereby designates the District Engineer, , or such other person as shall be designated in writing by the District Engineer, to act as its representative ("**District Representative**").

(2) Upon request by the District Representative, the Contractor agrees to meet with the District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners, including but not limited to the Property, from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor: (i) an amount not-to-exceed **Five Thousand Four Hundred Dollars (\$5,400.00) per month for Trailer #1** for the duration of time in which Trailer #1 is on site; and (ii) an amount not-to-exceed **One Thousand Eight Hundred Forty Dollars (\$1,840.00) per week for Trailer #2** for the duration of time in which Trailer #1 is on site.

B. Initial installation of the Trailers shall be completed on a date or dates to be determined by the District Representative (hereinafter defined). The removal of the Trailers shall be completed no later than three (3) days after the District Representatives provides notice to Contractor for the same. The term of this Agreement shall commence upon the installation of Trailer #1 and/or Trailer #2 and shall terminate upon completion of the Services described herein and removal of both Trailers, unless terminated earlier pursuant to Section 14 herein.

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

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

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

SECTION 6. INSURANCE.

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

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

owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors and the Developer shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

SECTION 7. INDEMNIFICATION.

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

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

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

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

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

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

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

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

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide five (5) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

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

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

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

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

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

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

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

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

A. If to District: District Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to the Contractor: Lovely Loo Portable Restrooms LLC
1333 Helen Street
St. Augustine, Florida 32084
Attn: _____

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

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

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

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

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

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

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

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

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

SECTION 32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with*

scrutinized companies;

- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits;* and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited.*

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

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

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

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

[remainder of page intentionally left blank]

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

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Chair/Vice Chair, Board of Supervisors

LOVELY LOO PORTABLE RESTROOMS LLC

Patricia Weaver

By: 

Its: 

Exhibit A: Proposals

Exhibit A

4/25/25, 8:32 AM

17fats

Lovely Loo Portable Restrooms LLC

From
Lovely Loo Portable
Restrooms LLC
1333 Helen St.
St, Augustine, FL 32084

To
The Community
Development District

Quote
Issued 6953689
April 17, 2025

ITEM	QUANTITY	PRICE	TOTAL
ADA+2 Stall Restroom Trailer	1	\$3,600.00	\$3,600.00
Servicing of Restroom Trailer	8	\$225.00	\$1,800.00
Pump-out, fresh water delivery, cleaning and restocking of unit 2 times per week			

Subtotal: \$5,400.00
Tax: \$0.00
Total: **\$5,400.00**

Lovely Loo Portable Restrooms LLC

From
Lovely Loo Portable
Restrooms LLC
1333 Helen St.
St. Augustine, FL 32084

To
The Community
Development District

Quote
Issued 6953685
April 17, 2025

ITEM	QUANTITY	PRICE	TOTAL
4 Stall Restroom Trailer Weekly Rate	1	\$1,390.00	\$1,390.00
Servicing of Restroom Trailer Pump-out, fresh water delivery, and cleaning and restocking of unit 2 times per week	2	\$225.00	\$450.00

Subtotal: \$1,840.00
Tax: \$0.00
Total: **\$1,840.00**

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

11

**LICENSE AGREEMENT
FOR TEMPORARY RESTROOM FACILITIES**

THIS LICENSE AGREEMENT (“**License Agreement**”) is made and entered into on May 19th, 2025, by and between:

ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a Florida limited liability company, whose mailing address c/o PHCC LLC, d/b/a Preston Hollow Community Capital, 2121 N. Pearl Street, Suite 600, Dallas, Texas 75701 (“**Landowner**”); and

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**” or “**Licensee**”).

RECITALS

WHEREAS, Landowner is the owner of that certain real property identified in **Exhibit A** attached hereto (“**Property**”), said Property being located within the boundaries of the District; and

WHEREAS, Licensee has entered into an agreement with a contractor (“**Contractor**”) to place up to two (2) temporary restroom facility trailers (“**Trailers**”) on the Property, for purposes of providing temporary restroom facilities for those persons utilizing the City of Jacksonville’s public parks located within the District (“**City Parks**”); and

WHEREAS, Landowner is willing to allow the Licensee to place the Trailers on the Property and use the Trailers for the aforementioned purposes subject to the terms set forth in this License Agreement; and

WHEREAS, Landowner and Licensee warrant and agree that they have all right, power, and authority to enter into and be bound by this License Agreement.

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

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this License Agreement.

2. GRANT OF LICENSE. In exchange for a payment of Ten Dollars (\$10.00) and other valuable consideration, the Landowner hereby grants to the Licensee and Licensee’s invitees, contractors, and agents a non-exclusive license to place the Trailers on the Property and to access and utilize the Trailers for the purpose of providing temporary restroom facilities to those members of the public using the City Parks (“**License**”), all pursuant to the terms set forth in this License Agreement.

3. CONDITIONS ON THE LICENSE. The License granted in Section 2, above, is subject to the following terms and conditions:

A. Licensee's access to the Property is limited to the Property and reasonable ingress and egress thereto as set forth in this License Agreement. Prior to its use of the License granted herein, Licensee shall meet and/or confer with Landowner to confirm the exact location of placement of the Trailers.

B. Licensee shall routinely monitor the Trailers and surrounding areas in order to maintain the Trailers and surrounding areas in good, clean and working order.

C. Upon notice to the Licensee by the Landowner, Licensee shall relocate the Trailers to a new location on the Property selected by the Landowner.

4. EFFECTIVE TERM. This License Agreement shall become effective as of May 1, 2025 and shall continue in full force and effect until the earlier of (i) April 30, 2026; or (iii) termination of this License Agreement by either the District or Landowner as further provided in section 5 hereof.

5. REVOCATION, SUSPENSION AND TERMINATION. The Landowner and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the Landowner. In the event the Landowner exercises its right to suspend or revoke the License, the Landowner shall provide Licensee with written notice of the same, which shall be effective immediately upon receipt by Licensee. Licensee may also terminate this License Agreement upon written notice to the Landowner of the same, which shall be effective immediately upon receipt by Landowner. Upon any termination, Licensee shall remove the Trailers from the Property and return the Property to the condition it was prior to the granting of this License. Removal of the Trailers and restoration of the Property to its original condition shall be at Licensee's sole expense.

6. COMPLIANCE WITH LAWS, RULES AND POLICIES. Licensee shall comply at all times with relevant statutes and regulations governing the operation of the Trailers and any other equipment used in relation to the License and shall, upon request of the Landowner, provide proof of such compliance.

7. CARE OF PROPERTY. Licensee agrees to use all due care to protect the Property from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the Landowner, the District, or any third parties as a result of the Licensee's use of the Property under this License Agreement. Licensee shall repair any damage resulting from its use of the License granted herein, including but not limited to operation and management of the Trailers and any other equipment used in relation to the License, within twenty-four (24) hours of the event causing such damage. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing by the Landowner. The provisions of this Paragraph 8 shall survive the termination or expiration of this License Agreement.

9. INSURANCE; INDEMNIFICATION. Licensee and/or Contractor shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by Contractor shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Licensee and Licensor as insured, as their interests may appear, in a combined-single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Licensor. To the extent

permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, Licensee hereby agrees to indemnify and hold harmless Licensor from and against any and all liability arising out of Licensee's use of the Property as pursuant to this License Agreement.

10. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this License Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

11. DEFAULT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

12. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

13. AMENDMENT. Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

14. ASSIGNMENT. Neither the Landowner nor the Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

15. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the use of the License granted herein is an employee of the Landowner under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the License. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the Landowner and Licensee shall have no authority to represent the Landowner as agent, employee or in any other capacity.

16. NOTICES. All notices, requests, consents, and other communications hereunder ("**Notice**" or "**Notices**") shall be in writing and shall be delivered, to the addresses listed above.

17. INTERFERENCE BY THIRD PARTY. Landowner shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the Landowner's right to protect its rights from interference by a third party to this License Agreement.

18. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Duval County, Florida.

19. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have

drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

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

21. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

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

23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

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

[signatures on pages to follow]

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

Executed in the presence of:

ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a
Florida limited liability company

Print Name: _____
Address: _____

By: PHCC LLC, a Delaware limited liability
company, d/b/a Preston Hollow Community
Capital, its Manager

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a local
unit of special-purpose government

Print Name: _____
Address: _____

By: _____
Chair/Vice Chair, Board of Supervisors

Print Name: _____
Address: _____

Exhibit A:
PROPERTY

TRACTS 9A AND 9C PURSUANT TO THE PLAT OF RIVERSEDGE ACCORDING TO THE PLAT THEREOF IN PLAT BOOK 82 PAGES 114 THROUGH 121, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

12



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

May 2, 2025

Bill Schilling, P.E.
Kimley-Horn
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, FL 32258

RE: Rivers Edge CRA & CDD Phase III
County: Duval
JBCCI No. – 2127
Pricing Misc Repairs from Damages by Others

Mr. Schilling,

As discussed and reviewed in the field, J.B. Coxwell Contracting, Inc (JBCCI) provides a lump sum price of **\$7,836.72** to remove and replace two sections of curb, remove asphalt and repair valve box and place asphalt back, and attempt to pull a street sign back upright that has been hit and bent over. Please note the following:

Description	Qty	UOM	U.P.	Total
Demo, Dispose, & Pour Toll Brothers Curb & Repair Valve	1	LS	\$4,548.21	\$4,548.21
Demo, Dispose, & Pour Curb at Riversedge	1	LS	\$1,959.54	\$1,959.54
Attempt to Repair Sign	1	LS	\$280.63	\$280.63
Admin/Project Management	1	LS	\$1,048.34	\$1,048.34
				\$7,836.72

Notes/Exclusions:

- Price includes removal and replacement of approximately 23' of curb in front of The Toll Brothers curb return and approximately 8' on the Riversedge corner at Back Bay Drive.
- Additional work will be performed under a separate contract and not interfere with the original CDD/CRA contract closeout.
- Price excludes any bonds, special insurance, or builders risk.
- Price includes crew attempting to bend the stop sign at Riversedge and Back Bay upright. Should the sign not be able to bend upright, JBCCI will contact Safety Contractors for replacement upon written direction. A Sign replacement shall be additional costs and performed under a separate proposal.
- If JBCCI has additional hot mix left over and owner wants the holes filled created by TECO, please provide written direction and we will use leftover to fill in repairs previously performed by TECO.
- Price excludes any work outside the scope referenced above. Should additional work be requested, JBCCI shall provide additional pricing.

If you have any questions, please let me know.

Sincerely,
J. B. COXWELL CONTRACTING, INC.

J. Matthew Dennis
Matthew Dennis
Project Manager

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT MANAGER TO ESTABLISH INSURED CASH SWEEP ACCOUNT WITH BANKUNITED; DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE ACCOUNT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville ("City"), Duval County, Florida;

WHEREAS, the District's Board of Supervisors (the "Board") has selected BankUnited as the depository for its Insured Cash Sweep Account; and

WHEREAS, the Board desires now to authorize signatories for the bank account.

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

SECTION 1. BankUnited is hereby designated as the depository for District's Insured Cash Sweep Account.

SECTION 2. The Chair, Treasurer and Assistant Treasurer are hereby designated as authorized signatories for the bank account.

SECTION 3. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

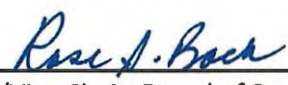
PASSED AND ADOPTED this 21 day of April, 2025.

Attest:

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**



Secretary/Assistant Secretary



Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

AMENDMENT TO CONSTRUCTION CONSULTING SERVICES AGREEMENT

THIS AMENDMENT (“Amendment”) is made and entered into on March 28, 2025, by and between:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

THE VERTEX COMPANIES, LLC, a Delaware limited liability company, with a mailing address of 400 Libbey Parkway, Weymouth, MA 02189, as successor in interest to Fulcrum, LLC (“**Vertex**,” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District and Fulcrum, LLC (“**Fulcrum**”), previously entered into that certain *Construction Consulting Services Agreement*, dated May 6, 2021, as amended (“**Agreement**”); and

WHEREAS, pursuant to Section 13 of the Agreement, the Parties desire to amend the Agreement in order to (i) acknowledge that Fulcrum has been acquired by Vertex, and (ii) amend “Exhibit A – Scope of Services” of the Agreement; and

WHEREAS, each of the Parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Amendment so that this constitutes a legal and binding obligation of each party hereto.

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

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

SECTION 2. The Agreement is hereby affirmed, and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Sections 3 and 4 of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 3. The Parties hereby acknowledge that all rights, title, and interest in and to the Agreement have been assumed by Vertex.

SECTION 4. The following amendments are hereby made as follows:

A. To enumerated section 16. of “Exhibit A – Scope of Services” of the Agreement:

As provided in Client Resolutions 2021-14, 2021-17, and 2025-04 (together, and as may be amended and/or supplemented from time to time, the “Approving Resolution”), the Client has designated ~~Sacha Miner~~ Deborah Morton of Fulcrum Vertex as a “Responsible Officer” for purposes of approving and executing change orders and requisitions in connection with the “Project,” as those terms are used in the ~~Series 2020~~ Indenture referenced in the Approving Resolution. Accordingly, Ms. ~~Miner~~ Morton agrees to approve and execute change orders and requisitions and submit said Project requisitions to the Trustee in full compliance with the provisions of the ~~Series 2020~~ Indenture (the “Requisition Duties”). Ms. ~~Miner~~ Morton also agrees to cooperate with other Responsible Officers and Client staff, including but not limited to the District Manager, in connection with performing the Requisition Duties. Please note that any signature of ~~Fulcrum~~ Vertex on change orders is intended to note reasonableness and does not preclude the responsibilities of the authorized signatures responsible for complete review and approval of change orders such as Architect-of-Record or similar entities. The District may designate, by Resolution, an alternative representative of Vertex as a Responsible Officer.

B. To Section 17 Notices of the Agreement, the addresses for the providing of notices shall be updated as follows:

To the District: District Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
ATTN: District Manager

With a copy to: Kutak Rock LLP
107 W. College Ave.
Tallahassee, FL 32301
ATTN: District Counsel

To Vertex: 400 Libbey Parkway
Weymouth, MA 02189
ATTN: Deborah Morton

SECTION 5. All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

ATTEST:

DISTRICT COMMUNITY DEVELOPMENT
DISTRICT



Secretary/Assistant Secretary

Rose D. Back

Vice/Chairperson, Board of Supervisors

WITNESS:

THE VERTEX COMPANIES, LLC, a Delaware
limited liability company

Print Name: _____

Deborah Morton

By: Deborah Morton
Its: Managing Director

AUTHORIZED REPRESENTATIVE(S) CERTIFICATE

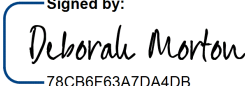
I, James O'Brien, acting Secretary
(Printed Name of Authorizing Official) (Title)

of The Vertex Companies LLC a(n) Delaware
(Institution Name) (State)
Limited Liability Company, do hereby certify that the following have been
(Type of Institution - i.e. Municipality, Corporation, etc...)

appointed as an Authorized Representative(s), as of the date hereof, and are authorized to act on behalf of the above
named Institution in matters relating to that certain transaction commonly referred to as Construction Consulting
Services

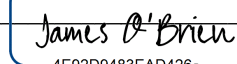
(Insert name of bond issue, master financing program, escrow, etc. here)

I also certify that the signatures opposite their names are the signatures of such individuals.

<u>Printed Name</u>	<u>Title (list multiple titles, if applicable)</u>	<u>Specimen Signature</u>
Deborah Morton	Managing Director	Signed by:  78CB6F63A7DA4DB...

Witness my signature on this 28day of March, 2025.

DocuSigned by:


(Signature of Authorizing Official)

(IMPORTANT NOTE: If there are multiple individuals identified as Authorized Representatives, one of those same individuals may execute the form as the “Authorizing Official”. However, if there is a single individual named as an Authorized Representative, the “Authorizing Official” must be an individual that is not the named Authorized Representative).

Certificate Of Completion

Envelope Id: 97FBDE07-5113-4195-ACC4-844607E28B73

Status: Completed

Subject: Complete with Docusign: Appointment of Authorized Representative(s) Morton.docx

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Lisa Horning

AutoNav: Enabled

lhorning@vertexeng.com

Envelopeld Stamping: Enabled

IP Address: 71.225.110.121

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Lisa Horning

Location: DocuSign

3/28/2025 5:57:09 PM

lhorning@vertexeng.com

Signer Events

James O'Brien

jobrien@vertexeng.com

Secretary

The Vertex Companies

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

James O'Brien
4E92D9483EAD426...

Signature Adoption: Pre-selected Style

Using IP Address: 98.97.16.197

Timestamp

Sent: 3/28/2025 5:59:33 PM

Viewed: 3/28/2025 6:04:58 PM

Signed: 3/28/2025 6:05:15 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

In Person Signing Host:

Deborah Morton

dmorton@vertexeng.com

In Person Signer:

Deborah Morton

Security Level: In Person

Signature

Signed by:

Deborah Morton
78CB6F63A7DA4DB...

Signature Adoption: Pre-selected Style

Using IP Address: 76.153.237.207

Timestamp

Sent: 3/28/2025 6:05:15 PM

Viewed: 3/29/2025 4:23:21 PM

Signed: 3/29/2025 4:24:48 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/28/2025 5:59:33 PM

Certified Delivered

Security Checked

3/29/2025 4:23:21 PM

Signing Complete

Security Checked

3/29/2025 4:24:48 PM

Completed

Security Checked

3/29/2025 4:24:48 PM

Payment Events	Status	Timestamps
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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
THE VERTEX COMPANIES, LLC

Filing Information

Document Number M22000012956
FEI/EIN Number 20-3724403
Date Filed 08/17/2022
State DE
Status ACTIVE

Principal Address

398 LIBERTY INDUSTRIAL PKWY
WEYMOUTH, MA 02189

Changed: 02/14/2025

Mailing Address

398 LIBERTY INDUSTRIAL PKWY
WEYMOUTH, MA 02189

Changed: 02/14/2025

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

O'BRIEN, JAMES B
400 LIBBEY PARKWAY
WEYMOUTH, MA 02189

Title MGR

PICARD, JEFFREY
400 LIBBEY PARKWAY
WEYMOUTH, MA 02189

Title MGR

MCCONNELL, WILLIAM, JR
2420 W 26TH AVE STE 100-D
DENVER, CO 80211

Title Manager

FICKEN, BRUCE
ONE LIBERTY PLACE 1650 MARKET ST STE 2800
PHILDELPHIA, PA 19103

Title MGR

BROWN, NATHANAEL
676 N MICHIGAN AVE
STE 3700
CHICAGO, IL 60601

Title Manager

Siegel Voelzke , Sharon
1680 Delaware Rim Road
Yardley, PA 19067

Title Manager

Tortorello, David
10 Spruce St.
Southport, CT 06890

Title Manager

Sean, Lischke
676 N. Michigan Ave.
Ste. 3700
Chicago, IL 60611

Annual Reports

Report Year	Filed Date
2023	04/10/2023
2024	02/05/2024
2025	02/14/2025

Document Images

02/14/2025 -- ANNUAL REPORT	View image in PDF format
02/05/2024 -- ANNUAL REPORT	View image in PDF format
04/10/2023 -- ANNUAL REPORT	View image in PDF format
08/17/2022 -- Foreign Limited	View image in PDF format

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CI

CHANGE ORDER NO.: 4

Owner	The District Community Development District	Owner's Project No.:	2024-02
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	045547005
Contractor:	UCC Group, Inc.	Contractor's Project No.:	US2024015
Project:	Phase 3B – CRA Project		
Contract Name:	Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CRA Project (Parks, Riverwalk and Streetscape Improvements)		
Date Issued:	February 13, 2025	Effective Date of Change Order:	January 31, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: There is a total increase of \$68,230.58 for this Change Order that includes five items:

- The Contract Price will be increased to provide a subslab for the NE Park Mountain Trekker play equipment totaling \$24,571.80. See UCC Quote #3 Rev#1, dated September 13, 2024, for further detail.
- The Contract Price will be increased by \$43,652.18 for adding sealer to the CRA area color hardened concrete as requested by the City of Jacksonville to provide bolder colors on the Riverwalk. See UCC Quote #004.R1, dated February 13, 2024, further detail.
- The Contract Price will be decreased by \$16,820.98 due to sand setting the pavers in the Broadcast Place Roundabout rather than mortar setting as originally proposed in the Phase 3B CRA Project Agreement. See UCC Quote #5.00, dated September 30, 2024, for further detail.
- The Contract Price will be increased by \$4,792.02 for including the two bicycle ramps from Prudential Drive onto the sidewalk on the north and south sides of the road. See UCC Estimate No.: 009, dated January 8, 2025, for further detail.
- The Contract Price will be increased by \$12,035.56 for adding sealer to the concrete pavers in the drive lane of the roundabout. See UCC Estimate No.: 010, dated January 17, 2025, for further detail.

Attachments: UCC Quotes (UCC Quote #3 Rev#1, dated September 13, 2024; UCC Quote #004.R1, dated February 13, 2024; UCC Quote #5.00, dated September 30, 2024; UCC Estimate No.: 009, dated January 8, 2025; UCC Estimate No.: 010, dated January 17, 2025)

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 15,771,341.10	Original Contract Times: Substantial Completion: 201 days/ESC-382 days Ready for final payment: 231 days/ESC-412 days
Increase from previously approved Change Orders: \$ 3,291,525.00	Increase from previously approved Change Orders: Substantial Completion: 45 days Ready for final payment: 45 days
Contract Price prior to this Change Order: \$ 19,062,866.10	Contract Times prior to this Change Order: Substantial Completion: 246 days/ESC-382 days Ready for final payment: 276 days/ESC-412 days
Increase this Change Order: \$ 68,230.58	Increase/Decrease this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 19,131,096.68	Contract Times with all approved Change Orders: Substantial Completion: 246 days/ESC-382 days Ready for final payment: 276 days/ESC-412 days

Recommended by Engineer (if required)

By: Kissling-Horn and Associates, Inc.

Title: William J. Kissling Jr., P.E.

Date: February 13, 2025

Authorized by Owner The Vertex Companies

By: William J. Kissling Jr.

Title: SR. MANAGING DIRECTOR

Date: FEBRUARY 20, 2025

Accepted by Contractor

Pat DiPaolo, President

February 19, 2025

Approved by Funding Agency (if applicable)

QUOTATION

Job: **2024015**
 Project Name: **RiversEdge**

Date: **Sept 13 2024**
 UCC Quote # **3 Rev#1**

	Ref. #	Item Description	Quantity	Unit	Unit Price	Total
		<u>NE Park Mountain Trekker Strcutural Slab</u>				
	1.00	10" thick Concrete subslab w/ 2 layers 6x6 D9xD9 WWM	1,314.00	SF	17.00	22,338.00
		slight positive drainage away from centre of slab (min)				
		with 'edge transitions for granular /pip transition				
	2	10% Overhead & Fee	1	EA	1.00	\$2,233.80
		Qualifications / Notes:				
		UCC Group not responsible for layout, drilling, anchoring,				
		or grout/drypack of play equipment baseplates.				
		Quote based on FBC Plans and Engineering dated 6/5/24				
		specifically Pg # 54				
	UCC2204-801 Ori	No allowance for any other foundations or scope on these playgrounds.				
		based on concrete being 4000 psi				
					Total:	\$ 24,571.80

UCC GROUP INC.,
 Orlando

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 Toronto • Vancouver • Orlando • Ottawa
www.uccgroup.com

QUOTATION

Job: US2024015

Date: Sept 30 2024

Project Name: RiversEdge CRA

UCC Quote # 5.00

Vehicular & Truck Roundabout Subslab/Paver Install

Ref. #	Item Description	Quantity	Unit	Unit Price	Total
	Includes all Labor, equipment and Material changes				
	Truck Apron Installation changes				
1.00	Add 2.5" thick fibre reinforced concrete topping on low subslab	3,927.00	SF	5.10	\$ 20,027.70
	due to unknown paver thickness when JB Coxwell completed				
	their scope of work				
2.00	Add sawcuts and 2' wide waterproof/slip sheet/crack suppressa	128.00	LF	14.00	\$ 1,792.00
	(install pattern per original design)				
	Vehicular Paver lane changes				
3.00	coredrill 6" Dia holes 10' o/c fill with stone, cover with filter fabri	28.00	EA	55.00	\$ 1,540.00
	and adhere to subslab so fines cannot migrate to weepholes				
4.00	Install sawcuts in existing roadway subslab at edge of 12" bands	128.00	LF	4.00	\$ 512.00
5.00	Install bands on ProLite mortarsset per original plan	143.00	LF	N/C	N/C
6.00	Install field roadway proper pavers on 1" decomposed Granite	8,703.00	SF	(4.50)	\$ (39,163.50)
	in lieu of mortar setting so that repairs after all Development is				
	complete is a much easier task.				
7.00	10 % Overhead & Fee	1	EA	(1,529.18)	(\$1,529.18)
	Qualifications / Notes:				
	based on conversations during Progress Mtgs 6 & 7				
	Crack Suppressent to be Hydro Ban roll on liquid membrane				
	all mortar set bedding to be 3/4" Max depth grey ProLite				
UCC2204-801 Ori				Total:	\$ (16,820.98)

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Quote

Project Name: Riversedge Park
Preduntial Drive, Jacksonville, FL
Project Owner: CRA

Date: 08-Jan-25
Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 009

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		Add Bicycle Ramps at Prudential RFI #14				
		Labor				
1.00						\$ -
2.00		Foreman, Regular Time		Hrs	\$ 65.00	\$ -
3.00		Skilled Labor, Regular Time		Hrs	\$ 55.00	\$ -
4.00						\$ -
5.00					Total Labor Costs	\$ -
		Material				
6.00		H107: Bike lane one way, 6" thick concrete, Cayman Dream Color Hardener; standard grey cement, broom finish. (no reinforcement included)	140	SF	\$ 19.60	\$ 2,744.00
7.00		H105: 12"x12"x2" ADA Dome warning paver, Yellow color by FDOT Standards by Wausau Tile	36	SF	\$43	\$ 1,548.00
8.00						\$ -
9.00						\$ -
10.00						\$ -
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00		Sales tax		LS		\$ -
		Equipment				
18.00						\$ -
19.00						\$ -
20.00						\$ -
21.00						\$ -
22.00						\$ -
23.00						\$ -
24.00						\$ -
25.00						\$ -
26.00		Sales Tax	1	LS	\$ -	\$ -
		Subcontractor				
27.00						\$ -
28.00						\$ -
29.00						\$ -
30.00						\$ -
					Subtotal	4,292.00
					Markup 10.0%	\$ 429.20
					Performance and Payment Bond 1.5%	\$ 70.82
					Total Quote	\$ 4,792.02

Qualifications: - Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Pat DiPaolo
UCC GROUP INC.,
Orlando

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Project Name: Riversedge Park
Preduntial Drive, Jacksonville, FL
Project Owner: CRA

Date: 17-Jan-25
Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 010

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<u>Roundabout Sealer</u>				
		Labor, Equipment, & Materials				
1.00		Techniseal Color Boost Paver Sealer				
2.00		Roundabout	8,764	SF	\$ 1.23	\$ 10,779.72
3.00						
4.00						
5.00						
6.00						
7.00						
8.00						
9.00						
10.00						
11.00						
12.00						
13.00						
14.00						
15.00						
16.00						
17.00						
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19.00						
20.00						
21.00						
22.00						
23.00						
24.00						
25.00						
26.00						
27.00						
28.00						
29.00						
30.00						
31.00						
32.00						
33.00						
34.00						
					Subtotal	10,779.72
					Markup 10.0%	\$ 1,077.97
					Performance and Payment Bond 1.5%	\$ 177.87
					Total Quote	\$ 12,035.56

Qualifications: - Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

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Orlando

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THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CII

CHANGE ORDER NO.: 5

Owner: The District Community Development District Owner's Project No.: 2024-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547005
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B – CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B – CRA Project (Parks, Riverwalk and Streetscape Improvements)

Date Issued: February 13, 2025 Effective Date of Change Order: January 31, 2025
 The Contract is modified as follows upon execution of this Change Order:

Description: There are no changes in cost or contract times for this change order that includes the following two items:

- Contract Price will be increased by \$18,784.68 for installing rental security cameras from AATC. See UCC Estimate No.: 007, dated December 16, 2024, for further detail.
- Contract Price will be decreased by \$18,784.68 via a reduction in CDD Streetscape permits allowance by this amount.

Attachments: UCC Estimate No.: 007, dated December 16, 2024

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 15,771,341.10		Substantial Completion:	201 days/ESC-382 days
		Ready for final payment:	231 days/ESC-412 days
Increase from previously approved Change Orders:		Increase from previously approved Change Orders:	
\$ 3,359,755.58		Substantial Completion:	45 days
		Ready for final payment:	45 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 19,131,096.68		Substantial Completion:	246 days/ESC-382 days
		Ready for final payment:	276 days/ESC-412 days
Increase this Change Order:		Increase/Decrease this Change Order:	
\$ 0.00		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 19,131,096.68		Substantial Completion:	246 days/ESC-382 days
		Ready for final payment:	276 days/ESC-412 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.

Title: William J. Scheidling Jr., P.E.

Date: February 13, 2025

Accepted by Contractor

Pat DiPaolo

Pat DiPaolo, President

February 19, 2025

Authorized by Owner The Vertex Companies
for CDD/CEA

By: Senior Managing Director

Title: Senior Managing Director

Date: FEBRUARY 20, 2025

Approved by Funding Agency (if applicable)



Quote

Project Name: Riversedge Park
Preduntial Drive, Jacksonville, FL
Project Owner: CRA

Date: 16-Dec-24
Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 007

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<u>Security Camera</u>				
		Labor				
1.00						\$ -
2.00		Foreman, Regular Time	6	Hrs	\$ 65.00	\$ 390.00
3.00		Skilled Labor, Regular Time	12	Hrs	\$ 55.00	\$ 660.00
4.00						\$ -
5.00					Total Labor Costs	\$ 1,050.00
		Material				
6.00		Concrete barrier for securing and theft protection of unit itself	3	CY	\$ 170.00	\$ 510.00
7.00		Chain and lock	1	EA	\$100	\$ 100.00
8.00						\$ -
9.00						\$ -
10.00						\$ -
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00		Sales tax	1	LS	\$ 39.65	\$ 39.65
		Equipment				
18.00						\$ -
19.00						\$ -
20.00						\$ -
21.00						\$ -
22.00						\$ -
23.00						\$ -
24.00						\$ -
25.00						\$ -
26.00		Sales Tax	1	LS	\$ -	\$ -
		Subcontractor				
27.00		Security Cameras Rental From AATC	12	Mths	\$ 1,262.30	\$ 15,147.60
28.00		See attached specs, rental Quote.				\$ -
29.00						\$ -
30.00						\$ -
					Subtotal	16,847.25
					Performance and Payment Bond	1.5% \$ 252.71
					Markup	10.0% \$ 1,684.73
					Total Quote	\$ 18,784.68

Qualifications: - Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Monthly Invoice Amount: \$ 1,565.39

Pat DiPaolo
UCC GROUP INC.,
Orlando

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THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CIII

CHANGE ORDER NO.: 6

Owner: The District Community Development District Owner's Project No.: 2024-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547005
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B – CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B – CRA Project (Parks, Riverwalk and Streetscape Improvements)
 Date Issued: February 13, 2025 Effective Date of Change Order: January 31, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price will be decreased for the cost and tax savings from the Owner Direct Purchase of Landscape Forms site furnishings.

Attachments: Landscape Forms Quote-0000343371, Landscape Forms Quote-0000427584

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 15,771,341.10	Original Contract Times: Substantial Completion: 201 days/ESC-382 days Ready for final payment: 231 days/ESC-412 days
Increase from previously approved Change Orders: \$ 3,359,755.58	Increase from previously approved Change Orders: Substantial Completion: 45 days Ready for final payment: 45 days
Contract Price prior to this Change Order: \$ 19,131,096.68	Contract Times prior to this Change Order: Substantial Completion: 246 days/ESC-382 days Ready for final payment: 276 days/ESC-412 days
Decrease this Change Order: \$ (201,780.28)	Increase/Decrease this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 18,929,316.40	Contract Times with all approved Change Orders: Substantial Completion: 246 days/ESC-382 days Ready for final payment: 276 days/ESC-412 days

Recommended by Engineer (if required)

By: William J. Schilling Jr., P.E.
 Title: Principal

Date: February 13, 2025

Accepted by Contractor

Pat DiPaolo, President

February 19, 2025

Authorized by Owner

By: SR. MANAGING DIRECTOR

Title: SR. MANAGING DIRECTOR

Date: FEBRUARY 20, 2025

Approved by Funding Agency (if applicable)

Quote

EXHIBIT A

Date: 01/07/2025
LF Quote#: 0000427584
PO#:

Project: The Rivers Edge, Jacksonville

Bill To: The Community Development District - CRA
ATTN: Order Acknowledgments
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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ESCOFET: DIRECT SHIPMENT FROM BARCELONA SPAIN, SEE ATTACHED
INSTALLATION GUIDE FOR EQUIPMENT REQUIRED TO OFFLOAD/MOVE PRODUCT.

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

____ Ship immediately upon completion
OR Ship On/After the date: _____

2	Escofet		\$ 10,480.00	\$ 20,960.00
	Escofet Product:	<i>Lungo Mare</i>		
	Style:	<i>Module A</i>		
	Mounting:	<i>Freestanding</i>		
	Options:	<i>None Available</i>		
	Cast Stone Color:	<i>Grey</i>		
	Finish:	<i>Acid-etched</i>		

Item Total	\$ 20,960.00
Shipping & Handling	\$ 9,358.00
Sub Total	\$ 30,318.00
Estimated Tax	\$ 0.00
Document Total	\$ 30,318.00

Payment Terms: NET 30 - PENDING CRED APPROVAL

Page: 1 of 3

Cust #: TITVS
SSR: Kellie Moore
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 01/07/2025

LF Quote#: 0000427584

PO#:

Project: The Rivers Edge, Jacksonville

Bill To: The Community Development District - CRA
ATTN: Order Acknowledgments
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.

Page: 2 of 3

Cust #: TITVS
SSR: Kellie Moore
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 01/07/2025

LF Quote#: 0000427584

PO#:

Project: The Rivers Edge, Jacksonville

Bill To: The Community Development District - CRA
ATTN: Order Acknowledgments
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 3 of 3

Cust #: TITVS
SSR: Kellie Moore
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

EXHIBIT A

Date: 01/07/2025

LF Quote#: 0000343371

PO#:

Project: The Rivers Edge, Jacksonville

Bill To: The Community Development District - CRA
ATTN: Order Acknowledgments
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

☐ Ship immediately upon completion
☒ OR Ship On/After the date: _____

9	Strata Beam Bench Bench Style: <i>Single Bench</i> Segment 1 Style: <i>80" Backed Bench</i> Segment 1 Arm Option: <i>End Arms Only</i> Support MeldStone Color: <i>Natural White</i> Frame Strap Powdercoat Color: <i>Gloss White</i> Arm Powdercoat Color: <i>Gloss White</i> Wood Species: <i>Jarrah no finish (exterior use only)</i> Mounting Option: <i>Mounting To Be Advised</i>	\$ 3,880.00	\$ 34,920.00
27	Poe Litter Style: <i>Side Opening, 34 gal. capacity</i> Powdercoat Color: <i>Silver Metallic</i>	\$ 2,370.00	\$ 63,990.00
19	Northport Removable Bollard assembly. Includes everything EXCEPT socket assembly. Powdercoat color: Silver Metallix	\$ 1,790.00	\$ 34,010.00
1	Northport Removable Bollard socket assembly ONLY. Includes cover plate, chain and rubber cap. Galvanized.	\$ 430.00	\$ 430.00

Page: 1 of 4

Cust #: TITVS
SSR: Kellie Moore
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 01/07/2025

LF Quote#: 0000343371

PO#:

Project: The Rivers Edge, Jacksonville

Bill To: The Community Development District - CRA
ATTN: Order Acknowledgments
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
8	Emerson Bike Rack Mounting: <i>Embedded</i> Powdercoat Color: <i>Silver Metallic</i>	\$ 530.00	\$ 4,240.00
17	Loop Bike Rack Mounting: <i>Embedded</i> Finish: <i>Powdercoated</i> Options: <i>No Options</i> Powdercoat Color: <i>Silver Metallic</i>	\$ 500.00	\$ 8,500.00

Item Total	\$ 146,090.00
Shipping & Handling	\$ 13,880.00
Sub Total	\$ 159,970.00
Estimated Tax	\$ 0.00
Document Total	\$ 159,970.00

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

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Page: 2 of 4

Cust #: TITVS
SSR: Kellie Moore
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 01/07/2025

LF Quote#: 0000343371

PO#:

Project: The Rivers Edge, Jacksonville

Bill To: The Community Development District - CRA
ATTN: Order Acknowledgments
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

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- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
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- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

Page: 3 of 4

Cust #: TITVS
SSR: Kellie Moore
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 01/07/2025

LF Quote#: 0000343371

PO#:

Project: The Rivers Edge, Jacksonville

Bill To: The Community Development District - CRA
ATTN: Order Acknowledgments
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 4 of 4

Cust #: TITVS
SSR: Kellie Moore
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CIV

CHANGE ORDER NO.: 7

Owner: The District Community Development District Owner's Project No.: 2024-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547005
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B – CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B – CRA Project (Parks, Riverwalk and Streetscape Improvements)
 Date Issued: February 13, 2025 Effective Date of Change Order: January 31, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price will be decreased for cost and tax savings from the Owner Direct Purchase of Metro Click 55" and 32" Kiosks.

Attachments: Invoice and Purchase Order no. ODP 02-KH-04 CRA, Invoice and Purchase Order No. ODP 01-UCC-07 CRA

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 15,771,341.10	Substantial Completion: 201 days/ESC-382 days
	Ready for final payment: 231 days/ESC-412 days
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 3,157,975.30	Substantial Completion: 45 days
	Ready for final payment: 45 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 18,929,316.40	Substantial Completion: 246 days/ESC-382 days
	Ready for final payment: 276 days/ESC-412 days
Decrease this Change Order:	Increase/Decrease this Change Order:
\$ (124,720.74)	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price Incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 18,804,595.66	Substantial Completion: 246 days/ESC-382 days
	Ready for final payment: 276 days/ESC-412 days

Recommended by Engineer (if required)

Accepted by Contractor

By: William A. Schiavone, P.E.

Pat DiPaolo

Title: Principal

Pat DiPaolo, President

Date: February 18, 2025

February 20, 2025

Authorized by Owner Verka for CDD/CRA

Approved by Funding Agency (if applicable)

By: Deborah Martin

Title: Managing Director

Date: March 20, 2025

MetroClick

237-239 West 29th Street Storefront

New York, NY 10001 US

sales@metroclick.com



INVOICE

BILL TO

The District Community
Development District
c/o UCC Group, Inc.
2300 Glades Road, Suite
410W
Boca Raton, FL 33431

SHIP TO

The District Community
Development District
c/o UCC Group, Inc.
2300 Glades Road, Suite
410W
Boca Raton, FL 33431

INVOICE # 202301585

DATE 12/23/2024

DUE DATE 12/23/2024

TERMS Due on receipt.

P.O. NUMBER

Quote# UCC-07

ACTIVITY	QTY	RATE	AMOUNT
DESCRIPTION 55" Outdoor Doublesided Kiosk	4	21,809.08	87,236.32T
DESCRIPTION Double Sided Sunshade	4	2,750.00	11,000.00T
DESCRIPTION 55" Outdoor Double sided Kiosk Shipping (Estimate)	4	750.00	3,000.00T
DESCRIPTION Double Sided Sunshade Shipping (Estimate)	4	450.00	1,800.00T
50% Down / 50% Net 30 days after Installation			

Payment Terms: 50% down 50% net 30 Installation



SUBTOTAL	103,036.32
TAX (0%)	0.00
TOTAL	103,036.32
BALANCE DUE	\$103,036.32

**PURCHASE ORDER NO. ODP 01-UCC-07 CRA
THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT**

Owner:	The District Community Development District	Seller:	MetroClick
Address:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	239 W. 29 th Street Ground Floor New York, NY 10001
Phone:	877-276-0889	Phone:	Michael Rothman Michael@metroclick.com 646,843-0888 Ext 1833

Direct Invoices To	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, FL 33431		
Copy Via Email	Kimley Horn and Associates, Inc 12740 Gran Bay Pkwy., W., Suite 2350 Jacksonville, FL 32258	Bill Schilling:	Bill.Schilling@kimley-horn.com
		Denise Henkes:	Denise.Henkes@kimley-horn.com

Project Name:	RiversEdge Phase 3b	Contract Date:	5/17/2024
Project Address:	1915 RiversEdge Blvd., Jacksonville, FL 32207 POC: Vitor Pedro, 407.680.9174, vpedro@uccgroup.com		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in Quote UCC-07 (55" Double Sided Outdoor Kiosk) attached as Exhibit A.

Schedule: The Goods shall be delivered within 45 days of receiving down payment (\$51,518.16).

Installation: Remaining Balance of \$51,518.16 is due within 30 days of installation.

Total Price – \$103,036.32

Certificate of Exemption #: 85-8017689050C-1

IN WITNESS WHEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as Exhibit B, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

OWNER

The District CDD

By: 

Print Name:

Print Title:

Date:

DISTRICT ENGINEER

By: 

William J. Schilling, P.E.

SELLER

MetroClick

By: _____

Print Name: _____

Print Title: _____

Date: _____

Date: December 27, 2024

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT C: Certificate of Entitlement

EXHIBIT D: Consumer's Certificate of Exemption

PURCHASE ORDER NO. ODP 01-UCC-07 CRA
THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Owner:	The District Community Development District	Seller:	MetroClick
Address:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	201 W. 49th Street Ground Floor New York, NY 10001
Phone:	877 276 0889	Phone:	Michael Fishman MetroClick Construction Corp 866 943 0289 Ext 101

Direct Invoices To:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, FL 33431	Copy Via Email:	Donley Hopm and Associates, Inc 12740 Gran Bay Pkwy, W. Suite 2350 Jacksonville, FL 32256
		Bill To:	Bill Scilling Donley Hopm and Associates, Inc 12740 Gran Bay Pkwy, W. Suite 2350 Jacksonville, FL 32256

Project Name:	SwanEdge Phase 3D	Contract Date:	12/22/24
Project Address:	1925 SwanEdge Blvd, Jacksonville, FL 32207 POC: Vitor Pardo, 407 683 9174, vitor.pardo@swanedgegroup.com		

Description of Goods or Services - The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in Clause 1CC-07 (55" Double Sided Glitter Wall), attached as Exhibit A.

Schedule: The Goods shall be delivered within 45 days of receiving down payment (\$51,512.16).

Installation: Remaining Balance of \$51,512.16 is due within 30 days of installation.

Total Price - \$103,036.32

Certificate of Exemption #: 85-9017689050C-1

IN WITNESS WHEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as Exhibit B, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

OWNER

The District CDD

By:

Print Name

Print Title

Date

DISTRICT ENGINEER

By:

William L. Schilling, PE

SELLER

MetroClick

By:

Print Name

Print Title

Date

- EXHIBIT A:** Proposal
EXHIBIT B: Terms and Conditions
EXHIBIT C: Certificate of Entitlement
EXHIBIT D: Consumer's Certificate of Exemption



239 W. 29th Street
Ground Floor
New York, New York 10001

Date
Valid Until (Net 30)
Quote #
Customer ID

December 23, 2024
January 22, 2025
UCC-07
UCC

EXHIBIT A Quote

Customer
The District Community Development District - CRA 2300 Glades Road Suite 410 W Boca Raton, FL 33431

Quote/Project Description
55" Double Sided Outdoor Kiosk

Description Software/Shipping/Services	Units	Price Per Unit	Line Total
55" Outdoor Doublesided Kiosk Shipping (Estimate)	4	\$ 750.00	\$ 3,000.00
Double Sided Sunshade Shipping (Estimate)	4	\$ 450.00	\$ 1,800.00
Hardware			
55" Outdoor Doublesided Kiosk	4	\$ 21,809.08	\$ 87,236.32
Double Sided Sunshade	4	\$ 2,750.00	\$ 11,000.00

MetroClick Sales Lead Info
Quote Provided by: Michael Rothman
Contact Phone: +1 561-843-0888 ext. 1833
Contact Email: Michael@metroclick.com

Sub Total	\$ 103,036.32
Sales Tax	\$ -
Total	\$ 103,036.32

Above information is not an invoice and only an estimate of services/goods described above.
Payment will be collected in prior to provision of services/goods described in this quote.
Please confirm your acceptance of this quote by emailing your sales lead an approval

Thank you for your business!

1999



continued from page 40

Dr. LARRY A. JAY is assistant director of the Center for Health Policy Studies, and is also an assistant professor of medicine and community medicine.



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CITIZEN COUNTER

ECO-DISPLAY CLASSIC+

1. The authors are grateful to the National Science Foundation (NSF) for support of this work under Grant No. DMR-95-22484. The authors also wish to thank Dr. J. H. W. Lam for his helpful discussions during the course of this work.

— 2007-2008 (2007-2008) —

[illegible]

EDWARDS, JR. 111



Published with the permission of the publisher



PAUL MONTAGNIER, ESQ.

Information on the location of the site is provided in the map. The site is located on the north side of the river, just west of the bridge. The site is located on the north side of the river, just west of the bridge. The site is located on the north side of the river, just west of the bridge.

INTERACTIVE GONGGLIDER

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1. *What is the purpose of the study?*
 2. *What are the research objectives?*
 3. *What is the research design?*
 4. *What are the variables?*
 5. *What are the data sources?*
 6. *What are the data collection methods?*
 7. *What are the data analysis methods?*
 8. *What are the results?*
 9. *What are the conclusions?*
 10. *What are the implications?*



PARK AREA LIGHT

ကမ္ဘာ့ကျန်းမာရေးအဖွဲ့အစည်း

my name is Mary
 I'm 25 years old
 I live in New York
 I'm a student
 I like to read
 I like to travel
 I like to dance
 I like to sing
 I like to play sports
 I like to go to the beach
 I like to go to the movies
 I like to go to the park
 I like to go to the zoo
 I like to go to the museum
 I like to go to the library
 I like to go to the store
 I like to go to the bank
 I like to go to the post office
 I like to go to the hospital
 I like to go to the police station
 I like to go to the fire station
 I like to go to the airport
 I like to go to the train station
 I like to go to the bus station
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 I like to go to the parking lot
 I like to go to the gas station
 I like to go to the grocery store
 I like to go to the hardware store
 I like to go to the clothing store
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 I like to go to the jewelry store
 I like to go to the furniture store
 I like to go to the electronics store
 I like to go to the pet store
 I like to go to the flower store
 I like to go to the bakery
 I like to go to the ice cream parlor
 I like to go to the cafe
 I like to go to the restaurant
 I like to go to the bar
 I like to go to the nightclub
 I like to go to the concert
 I like to go to the game
 I like to go to the show
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 I like to go to the circus
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 I like to go to the museum
 I like to go to the library
 I like to go to the store
 I like to go to the bank
 I like to go to the post office
 I like to go to the hospital
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 I like to go to the concert
 I like to go to the game
 I like to go to the show
 I like to go to the festival
 I like to go to the fair
 I like to go to the carnival
 I like to go to the circus



DATA KICK

PARUL RUIJEE

Kimley **Horn**

Kimley-Horn

0-29677-1-1 HARDCOVER \$28.95

제20장

C-255

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's invoice ("invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2023). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use in the District's project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, the City of Jacksonville, the Downtown Investment Authority, Elements Development of Jacksonville, LLC, and their respective officers, directors, Supervisors, Commissioners, Board members, City Council members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$2,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$2,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties herein as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

(For direct purchase of construction materials by a governmental entity
pursuant to 212.08(6), F.S. and Rule 12A-1.094, F.A.C.)

The undersigned authorized representative of The District Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017689050C-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number ODP 01-UCC-07 CRA from MetroClick (Vendor) on or after 12/23/2024 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # 2024-02 with UCC Group, Inc. (Name of Contractor) for the construction of RiversEdge Phase 3B CRA Project (Parks, Riverwalk, and Streetscape Improvements).

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

SM 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

SM 2. The vendor's invoice will be issued directly to Governmental Entity.

SM 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

SM 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

SM 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.


Signature of Authorized Representative

Responsible Officer

Title

Sasha Miner as Responsible Officer
Purchaser's Name (Print or Type)

JANUARY 07, 2025
Date

Federal Employer Identification Number: 83-3179785

Telephone Number: 561.571.0010

You must attach a copy of the Purchase Order to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

85-8017689050C-1	01/31/2024	01/31/2029	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8555

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-8800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin, for guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type. See separate instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		4 Exemptions (codes apply only to certain entities, not to individuals; see instructions on page 3).	
	The District Community Development District		Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) C	
	2 Business name/disregarded entity name, if different from above.		Exemptions from FATCA reporting code (if any) C	
	3 Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership). Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) Special Purpose Government		5 If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check the box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)		
P.O. Box 810038				
6 City, state, and ZIP code.				
Boca Raton, FL 33481				
7 List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

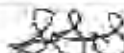
Social security number								
OR								
Employer identification number								
B	3	-	3	1	7	9	7	8 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must enter line 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part I, later.

Sign Here Signature of U.S. person 

Date 04/5/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065). Partnership instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THE DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8565

MetroClick

237-239 West 29th Street Storefront
New York, NY 10001 US
sales@metroclick.com



INVOICE

BILL TO

The District Community
Development District
c/o UCC Group, Inc.
2300 Glades Road, Suite
410W
Boca Raton, FL 33431

SHIP TO

The District Community
Development District
c/o UCC Group, Inc.
1701 Prudential Dr.
Jacksonville, FL 32207

INVOICE # 202301609**DATE** 12/23/2024**DUE DATE** 12/23/2024**TERMS** Due on receipt**P.O. NUMBER**

Quote #KH-04

ACTIVITY	QTY	RATE	AMOUNT
DESCRIPTION	2	5,827.00	11,654.00T
32" Outdoor Kiosk			
Shipping	2	450.00	900.00T
Shipping			
DESCRIPTION	1	2,000.00	2,000.00T
Clock Integration			
50% Down / 50% Net 30 after Installation			

SUBTOTAL	14,554.00
TAX (0%)	0.00
TOTAL	14,554.00
BALANCE DUE	\$14,554.00



PURCHASE ORDER NO. ODP 02-KH-04 CRA
THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Owner:	The District Community Development District	Seller:	MetroClick
Address:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	239 W. 29 th Street Ground Floor New York, NY 10001
Phone:	877.276.0889	Phone:	Michael Rushman Michael@metrclick.com 646 843 0888 Ext 1833

Direct Invoices To	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, FL 33431		
Copy Via Email	Kimley-Horn and Associates, Inc. 12740 Gran Bay Pkwy., W., Suite 2350 Jacksonville, FL 32258	Bill Schilling: Bill.Schilling@kimley-horn.com Denise Henkes: Denise.Henkes@kimley-horn.com	

Project Name:	RiversEdge Phase 3B	Contract Date:	5/17/2024
Project Address:	1915 RiversEdge Blvd., Jacksonville, FL 32207 POC: Vitor Pedro, 407.680.9174, vpedro@uccgroup.com		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in Quote KH-04 (32" Portrait Kiosk Clock) attached as Exhibit A.

Schedule: The Goods shall be delivered within 45 days of receiving down payment (\$7,277.00).

Installation: Remaining Balance of \$7,277.00 is due within 30 days of installation.

Total Price – \$14,554.00

Certificate of Exemption #: 85-8017689050C-1

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as Exhibit B, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

OWNER The District CDD	SELLER MetroClick
By: <u><i>Sachin Miner</i></u>	By: _____

Print Name: <u>Craig Weather</u>	Print Name: _____
----------------------------------	-------------------

Print Title: <u>As District Manager</u>	Print Title: _____
---	--------------------

Date: <u>JANUARY 07, 2025</u>	Date: _____
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DISTRICT ENGINEER	
By: <u><i>William J. Schilling</i></u>	Date: <u>December 27, 2024</u>
William J. Schilling, PE	

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT C: Certificate of Entitlement

EXHIBIT D: Consumer's Certificate of Exemption

PURCHASE ORDER NO. ODP 02-KH-04 CRA
THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Owner:	The District Community Development District	Seller:	MetroClick
Address:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	239 W. 17th Street Ground Floor New York, NY 10011
Phone:	571.216.0885	Phone:	Michael Rattmann Vice President, Sales & Marketing 646.843.0088 Ext 1831

Direct Invoices To	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, FL 33431	
Copy Via Email	Kimley-Horn and Associates, Inc. 12740 Gray Bay Place, Vt. Suite 2350 Jacksonville, FL 32258	Bill Schilling Bill.Schilling@kimley-horn.com Contact Person: (Phone) 1-800-854-5454

Project Name:	RiversEdge Phase 30	Contract Date:	1/17/2025
Project Address:	1915 RiversEdge Blvd., Jacksonville, FL 32207 POC: Victor Pedro, 407.680.9174, vpedro@kimley-horn.com		

Description of Goods or Services: The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in Quote KH-04, 13" Portrait Clock Clock attached as Exhibit A.

Schedule: The Goods shall be delivered within 45 days of receiving down payment (\$7,277.00).

Installation: Remaining Balance of \$7,277.00 is due within 30 days of installation.

Total Price - \$14,554.00

Certificate of Exemption #: 25-801768905DC-1

IN WITNESS WHEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as Exhibit B, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

OWNER The District CDD <i>John M. Minter</i> Print Name: <u>John M. Minter</u> Print Title: <u>SALES MANAGER</u> Date: <u>JANUARY 07, 2025</u>	SELLER MetroClick By: <i>[Signature]</i> Print Name: <u>Victor Pedro</u> Print Title: <u>POC</u> Date: <u>1/7/25</u>
--	--

DISTRICT ENGINEER By: <i>[Signature]</i> William J. Schilling, PE	Date: <u>December 27, 2024</u>
--	--------------------------------

- EXHIBIT A: Proposal
- EXHIBIT B: Terms and Conditions
- EXHIBIT C: Certificate of Entitlement
- EXHIBIT D: Consumer's Certificate of Exemption

EXHIBIT A

Quote



239 W. 29th Street
Ground Floor
New York, New York 10001

Date
Valid Until (Net 30)
Quote #
Customer ID

December 23, 2024
January 22, 2025
KH-04
KH

Customer
The District Community Development District - CRA 2300 Glades Road Suite #10 W Boca Raton, FL 33431

Quote/Project Description
32" Portrait Kiosk Clock

Description	Units	Price Per Unit	Line Total
Software/Shipping/Services			
Shipping (Estimate)	2	\$ 450.00	\$ 900.00
Clock Integration	1	\$ 2,000.00	\$ 2,000.00
Hardware			
32" Outdoor Kiosk	2	\$ 5,827.00	\$ 11,654.00

MetroClick Sales Lead Info	Sub Total	\$ 14,554.00
Quote Provided by: Michael Rollman	Sales Tax	\$ -
Contact Phone: +1 646-643-0998 ext. 1833	Total	\$ 14,554.00
Contact Email: Michael@metroclick.com		

Above information is not an invoice and only an estimate of services/goods described above.
Payment will be collected in prior to provision of services/goods described in this quote.
Please confirm your acceptance of this quote by emailing your sales lead an approval

Thank you for your business!

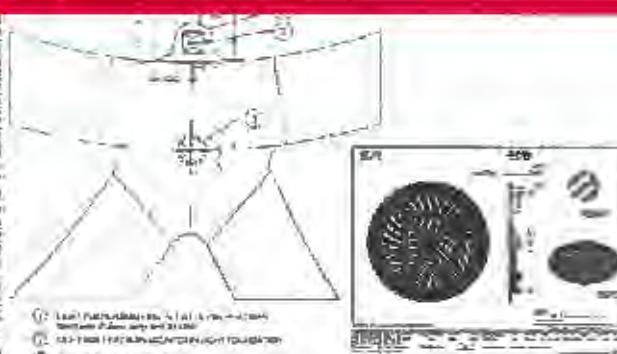
- **Algorithm 1** (Pseudocode):
 1. **Input**: A set of points P in the plane.
 2. **Output**: A set of points P' in the plane.
 3. **Procedure**:
 4. For each point $p \in P$:
 5. For each point $q \in P$:
 6. If $p \neq q$:
 7. Compute the distance $d(p, q)$.
 8. If $d(p, q) < \epsilon$:
 9. Remove q from P .
 10. End For.
 11. End For.
 12. Return P .



Name: _____
 Date: _____
 Page: _____
 Topic: _____
 Chapter: _____
 Section: _____
 Sub-section: _____
 Date: _____
 Page: _____
 Topic: _____
 Chapter: _____
 Section: _____
 Sub-section: _____

RECEIVED: 12 OCTOBER 1988
 REVISION: 12 OCTOBER 1988
 ACCEPTED: 12 OCTOBER 1988
 DETERMINED BY: 12 OCTOBER 1988

CENTRAL PARK DIGITAL CLOON



- [illegible]

CENTRAL PARK GATTY BRASS GRATE & LIGHT PLACEMENT

ETC16-28-DC LED COLOR CHANGES
1RS 3401

[illegible][illegible]

CENTRAL PARK MOUNTAIN LICH

ETC140-GS-CC LED COLOR CHANGING
(85-3408) (www.etcusa.com or 1-800-451-4273 for information)

[illegible][illegible]

CENTRAL PARK SCULPTURE WALL WALK

ETC10-5D-DC LED CHARGE CHARGER
195-3401

ETC140-50-CC LED CULON CHARGER
1HS-340A

Kimley-Horn

WRC
COUNCIL

100% Satisfaction Guarantee

DATE: 11/11/11
BY: [Signature]
TITLE: [Signature]

ETHEL B. HARRIS, NEW CASTLE

9	
PH	C

321

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper Invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* [2023]. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use in the District's project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, the City of Jacksonville, the Downtown Investment Authority, Elements Development of Jacksonville, LLC, and their respective officers, directors, Supervisors, Commissioners, Board members, City Council members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$2,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$2,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.38, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.139(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

(For direct purchase of construction materials by a governmental entity
pursuant to 212.08(6), F.S. and Rule 12A-1.094, F.A.C.)

The undersigned authorized representative of The District Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017689050C-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number ODP 02-KH-04 CRA from MetroClick (Vendor) on or after 12/23/2024 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # 2024-02 with UCC Group, Inc. (Name of Contractor) for the construction of RiversEdge Phase 3B CRA Project (Parks, Riverwalk, and Streetscape Improvements).

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

SM 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

SM 2. The vendor's invoice will be issued directly to Governmental Entity.

SM 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

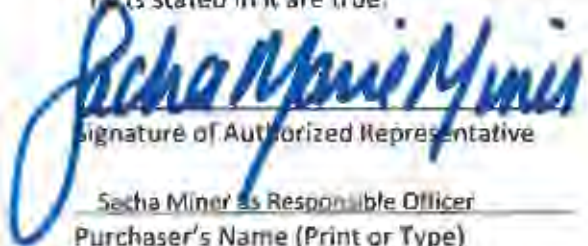
SM 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

SM 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.


Signature of Authorized Representative

Sacha Miner as Responsible Officer
Purchaser's Name (Print or Type)

Responsible Officer

Title

Date

JANUARY 07, 2025

Federal Employer Identification Number: 83-3179785

Telephone Number: 561.571.0010

You must attach a copy of the Purchase Order to this Certificate of Entitlement.

Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

85-8017689050C-1	01/31/2024	01/31/2029	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that:

THE DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8566

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.036, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register and collect and remit sales and use tax on such taxable transactions. (Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

THE DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Form or type: See Separate Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1 and enter the business/disregarded entity's name on line 2.) The District Community Development District	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/beneficiary ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership). <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its member. ☒ Other (see instructions) Special Purpose Government	
	3b If on line 3a you checked "Partnership" or "Trust/beneficiary," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
4 Address (number, street, and apt. or suite no.). See instructions. P.O. Box 810036 8 City, state, and ZIP code. Boca Raton, FL 33481 9 List account number(s) here (optional).		Exemptions (these apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any): 3 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any): C <i>(Applies to accounts maintained outside the United States.)</i>
Requester's name and address (optional):		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

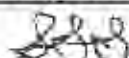
Social security number								
				-				
or								
Employer identification number								
8	3	-	3	7	7	9	7	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For asset sale transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

Sign Here Signature of U.S. person: 

Date: 04/15/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CV

CHANGE ORDER NO.: 8

Owner: The District Community Development District Owner's Project No.: 2024-02
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547005
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B - CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B - CRA Project (Parks, Riverwalk and Streetscape Improvements)
 Date Issued: February 13, 2025 Effective Date of Change Order: January 31, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price is being decreased by \$520,875.25 for the Owner's Direct Purchase (ODP) of the following Wausau Tile products.

- Contract is being decreased by \$354,013.07 for the owner direct purchase of pavers from Wausau Tile for the CRA portions of the Project. See Wausau Tile Actual Billings Summary Table and Purchase Order WT2024-01 for further detail.
- Contract is being decreased by \$166,862.18 for the owner direct purchase of streetscape benches and cubes from Wausau Tile. See Purchase Order WT2024-03 for further detail.

Attachments: Wausau Tile Actual Billings Summary Table, Purchase Order WT2024-01, and Purchase Order WT2024-03

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 15,771,341.10	Substantial Completion: 201 days/ESC-382 days
	Ready for final payment: 231 days/ESC-412 days
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 3,033,254.56	Substantial Completion: 45 days
	Ready for final payment: 45 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 18,804,595.66	Substantial Completion: 246 days/ESC-382 days
	Ready for final payment: 276 days/ESC-412 days
Decrease this Change Order:	Increase/Decrease this Change Order:
\$ (520,875.25)	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 18,283,720.41	Substantial Completion: 246 days/ESC-382 days
	Ready for final payment: 276 days/ESC-412 days

Recommended by Engineer (if required) Accepted by Contractor

By: William J. Cunningham, P.E. Pat DiPaolo, President

Title: Principal

Date: February 18, 2025 February 20, 2025

Authorized by Owner Vertex for CDD Approved by Funding Agency (if applicable)
CHR

By: Deborah Morton

Title: Managing Director

Date: March 20, 2025

WAUSAU TILE Actual Billings
ODPO # WT2024-01
WorkSheet - Change Order #8

Line	Description	Amt Invoiced		%	\$/%
1	HRT 15 4x12x2"	\$ 112,492.80	CDD	46%	\$ 51,746.69
			CRA	54%	\$ 60,746.11
2	HRT 3/4 4x12x2"	\$ 112,492.80	CDD	46%	\$ 51,746.69
			CRA	54%	\$ 60,746.11
3	HRT 60 4x12x2"	\$ 112,492.80	CDD	46%	\$ 51,746.69
			CRA	54%	\$ 60,746.11
4	HRT 15 4x12x4"	\$ 33,390.00	CDD	0%	\$ -
			CRA	100%	\$ 33,390.00
5	HRT 3/4 4x12x4"	\$ 33,390.00	CDD	0%	\$ -
			CRA	100%	\$ 33,390.00
6	HRT 60 4x12x4"	\$ 34,650.00	CDD	0%	\$ -
			CRA	100%	\$ 34,650.00
7	GTX 10	\$ 48,468.68	CDD	0%	\$ -
			CRA	100%	\$ 48,468.68
8	ADA	\$ 10,012.24	CDD	82%	\$ 8,210.05
			CRA	18%	\$ 1,802.20
		\$ 497,389.33	\$ 497,389.33		

DEDUCTIVE CHANGE ORDER		Amt Invoiced	Sales Tax	Total CO Amount
CDD	\$	163,450.11	\$ 9,844.51	\$ 173,294.62
CRA	\$	333,939.22	\$ 20,073.85	\$ 354,013.07
Total	\$	497,389.33	\$ 29,918.36	

Change order amount determined by actual billings.

PURCHASE ORDER NO. WT2024-01

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Owner:	The District Community Development District c/o USG Group, Inc.	Seller:	Wausau Tile, Inc.
Address:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, FL 33431	Address:	9001 Bus Hwy 51 Rothschild, WI 54474
Phone:	(877) 276-0889	Point of Contact: Phone:	Paul H. 715.241.0387

Direct Invoices To:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, FL 33431
Copy via Email:	Kimley-Horn and Associates, Inc. 12740 Gran Bay Pkwy., W. Suite 2350 Jacksonville, FL 32258 Bill Schilling, bill.schilling@kimley-horn.com Denise Henkes, denise.henkes@kimley-horn.com

Project Name:	RiversEdge Phase 3B	Contract Date:	
Project Address:	RiversEdge Phase 3B 1915 RiversEdge Blvd. Jacksonville, FL 32207 POC: David Morris, 954.551.2202		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items listed in the Quote attached as Exhibit A.

Schedule – The Goods shall be delivered within on or before August 30, 2024 33 days from the date of this order.

Total Price – \$ 497,448.00

Owner's Certificate of Exemption #85-3017689050C-1

IN WITNESS WHEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as Exhibit B, and agrees to deliver the Products as described herein and comply fully with the terms and conditions hereof.

OWNER

The District CDD

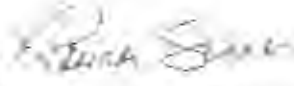
By: 

Print Name: Craig Wrathell

Print Title: As District Manager

Date: 05/01/2024

SELLER

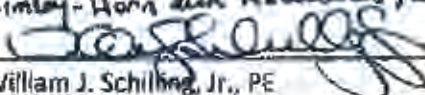
By: 

Print Name: Laura Strek

Print Title: CDD

Date: 4/29/24

DISTRICT ENGINEER

Kimley-Horn and Associates, Inc.
By: 
William J. Schilling, Jr., PE

4-29-2024
Date

EXHIBIT A: Wausau Tile Quotation

EXHIBIT B: Terms and Conditions

EXHIBIT C: Certificate of Entitlement

EXHIBIT D: Consumer's Certificate of Exemption



WAUSAU TILE QUOTATION

Bill To: The District Community Development District
8300 Olives Road
Suite 310W
Roca Hixon, FL 32431

Ship To: RiversEdge Phase 3B
1915 RiversEdge Blvd
Ocala, FL 32207

Quote Number: **Q60843**

Quote Date: April 17, 2024
Price Valid for: 30 days
Terms: PRE PAY

Attention: David Morris
dmorris@dcddgroup.com
(854) 351-2222

Project: RiversEdge Phase 3B

Sales Person: Troy Wille
troy.wille@wausautille.com
813-334-0016

Line	Product	Description	Quantity - NOM	Weight	Price	Total
1	CUSTOM	HRT 15 - 4 X 12 X 2" - NOMINAL 84 SF PER PALLET	15,624 SF	25.25	\$7.20	\$112,507.00
2	CUSTOM	HRT 34 - 4 X 12 X 2" - NOMINAL 84 SF PER PALLET	15,624 SF	25.25	\$7.20	\$112,507.00
3	CUSTOM	HRT 60 - 4 X 12 X 2" - NOMINAL 84 SF PER PALLET	15,624 SF	25.25	\$7.20	\$112,507.00
4	CUSTOM	HRT 15 - 4 X 12 X 4" - NOMINAL 80 SF PER PALLET	3,180 SF	50.60	\$10.50	\$33,386.00
5	CUSTOM	HRT 34 - 4 X 12 X 4" - NOMINAL 80 SF PER PALLET	3,180 SF	50.60	\$10.50	\$33,386.00
6	CUSTOM	HRT 60 - 4 X 12 X 4" - NOMINAL 80 SF PER PALLET	3,180 SF	50.60	\$10.50	\$33,386.00
7	CUSTOM	GTX 10 - 8 X 8 X 20/4" - NOMINAL 53.28 SF PER PALLET	4,316 SF	33.00	\$11.23	\$48,456.00
8	CUSTOM	ADA-2 A-40 - 12 X 12 X 2" - TRIM 76 SF PER PALLET	532 SF	24.00	\$18.82	\$10,011.00
Total Weight: 1,928,544 lbs					Item Total:	\$497,448.00

Please refrain from paying based on this Quote.
Kindly wait for your Order Invoice before
making any payments. Thank you.

Sales Tax: TBD*

TOTAL PRICE: \$497,448.00

* Sales Tax will be calculated at time of Order.

Additional Notes

Freight is included in the unit price.

Shipping is based on today's rates. Final shipping costs will be calculated at time of shipping.

800.388.8728 | E: wille@wausautille.com | WAUSAUTILE.COM

**WAUSAU TILE
QUOTATION**

Sent To: The District Community Development District

Quote Number: Q50843

Terms & Conditions

1. This proposal is valid for (30) days. All quotes older than (30) days will require a new bid prior to Wausau Tile accepting a Purchase Order, or Contract.
2. Upon agreement of a Purchase Order, or contract, the product quoted will need to be produced and shipped within a six month time period. Any quote or proposal that extends beyond this time frame due to delays outside of Wausau Tile's control, will have a change order issued with all applicable surcharges or price increases that have occurred, prior to shipment of the product.
3. The purchase order ("contract") and payment should be made out to Wausau Tile, Inc.
4. To expedite shipment, please include an address for billing and an address for delivery.
5. This is a materials only bid. Prices are based on square footage or units as listed above, and subject to change if there are any increases or decreases in quantities to the project.
6. 30% down payment is required on all custom or modified products, orders with material values over \$100,000 and when placing your first order with Wausau Tile. Down payments are due prior to production, orders will not be scheduled until payment is received.
7. Field measurements, specifications and quantity confirmation are responsibilities of the customer.
8. Freight rate shown is an estimate based on today's rates. Actual freight cost will be calculated and provided at the time of shipment. Delivery is for one location only unless noted in bid.
9. Customer will be notified when product is ready for delivery. Storage charges apply if customer delays shipment more than 90 days after notice.
10. All cancelled/returned orders must receive prior written approval from a Wausau Tile sales representative.
11. Unloading, assembly, and installation are the responsibility of the customer or its consignee.
12. Materials must be unloaded within 8 hours of arrival or customer will be charged for hold-over at the rate of \$250/hour.
13. Wausau Tile standard purchase and warranty terms apply as stated under Terms of Sale on Wausau Tile's website. A copy of the Terms of Sale is available upon email request to: wtile@wausautile.com.
14. Sales or use tax is customer's responsibility and due as part of the payment to Wausau Tile before shipping occurs unless a properly executed tax exempt certificate is provided to Wausau Tile. Deliver the tax exempt certificate by email to accounting@wausautile.com or provide an original by mail if required by state law.
15. Federal Contracting Compliance and CA Transparency in Supply Chains Act is available on Wausau Tile's website.
16. A 3% surcharge / fee will be added to all invoices paid by credit card.
17. Wisconsin law controls interpretation of this quote and any contract term or condition.
18. Customer's remedies against Wausau Tile are limited to amounts paid under the contract. Consequential damages are excluded for commercial or economic loss.
19. (A) This escalator clause is an essential and requisite clause without which the quoted prices would be substantially higher. Wausau Tile relies on stable prices relating to raw materials and supplies from third parties (collectively "third-party materials"); in preparing this quote. It is a basic assumption to this quote that cost of third-party materials, in whole or in part, at the time of contracting will not exceed an increase of five percent on or before the date of production. In the event an increase in the cost of third-party materials purchased after the date of contracting exceeds five percent of the cost of same third-party materials available on the date of contracting, the Customer agrees to pay for the increased cost in addition to the contract price. (B) The adjusted price increase under the escalator clause will be effective the same day as Wausau Tile's written notice of escalator clause and price increase is delivered by email to the Customer. (C) Customer shall pay Wausau Tile for deliveries of quantities scheduled under the contract for delivery before the effective date of the escalator clause adjusted price increases and pay the increased contract price for deliveries of quantities scheduled under the contract delivered after the effective date of the escalator clause adjusted price increase. (D) Escalator clause price increases in materials will be confidentially sent by Wausau Tile to Customer in writing without documented disclosure of quotes, invoices, or receipts unless produced within the sole discretion of Wausau Tile.
20. Wausau Tile's non-delivery or delay in delivery, in whole or in part, is not a breach of duty if performance as agreed at the time of contracting has been made impracticable because the cost of third-party materials to manufacture the contracted goods, in whole or in part, on or before the date of production is increased more than five percent above the cost of third-party materials available at the time of contracting. Where delivery of contracted goods is delayed or cannot be performed because of the shortage or unavailability of third-party materials used to manufacture the contracted goods, Wausau Tile shall not be liable for any costs or damages associated with such delay or non-performance.
21. Wausau Tile retains the express right to suspend or terminate the contract due to a force majeure event. A force majeure event is any event or circumstance beyond the control of Wausau Tile, Inc. including but not limited to epidemic and quarantines identified by county, state, or federal government authorities, government action that shuts down supply chains, manufacturing or distribution, natural disaster, act of God, flood, tornado, hurricane, and cybersecurity incident.
22. Acceptance: Acceptance occurs upon the earlier of: (a) date the product is installed, (b) date the product is used, or (c) the calendar days after delivery. Customer and/or its agent shall provide Wausau Tile with written notice of any defect as well as notice of any claim under Wausau Tile's limited warranty before product installation takes place.
23. Any receipt of PO not shipped within (6) months is subject to a 1.1% escalator pricing adjustment per month until shipment leaves.

P: 800.888.8728 | E: wtile@wausautile.com | WALSAUTILE.COM



WAUSAU TILE QUOTATION

Bill To: The District Community Development District

Quote Number: Q60843

Customer Approval Signature:

As District Manager

Date: 05/01/2024

For \$457,148.00

Wausau Tile Signature

Troy Dahlke, Sales Person

P: 200.388.6728 | E: wide@wausautile.com | WAUSAUTILE.COM

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, Insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the time set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., Insurance, packing, loading, freight, etc.), to the receiving point specified above. Title and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Acceptance of the Goods occurs upon the earlier of, (a) date the product is installed, (b) date the product is used, or (c) ten (10) calendar days after delivery. Owner and/or its agent shall provide Seller with written notice of any defect observed by Owner prior to acceptance, as well as notice of any claim under Seller's warranty, before product installation takes place. Owner may return Goods not meeting specifications (including over shipment) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes (2023). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use in the District's project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** As such term is used herein, the "Indemnitees" shall mean the Owner, the City of Jacksonville, the Downtown Investment Authority, Elements Development of Jacksonville, LLC, and their respective officers, directors, Supervisors, Commissioners, Board members, City Council members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$2,000,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$2,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by either party under this Order shall entitle the other to all Seller hereunder. Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller, excluding punitive or consequential damages. The prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 76B.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.

11. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
12. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
13. ~~Mechanics Liens. (Reserved)~~
14. ~~Permits and Licenses. (Reserved)~~
15. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
16. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
17. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
18. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
19. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(3)(a), Florida Statutes.
20. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
21. **TERMINATION.** ~~Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole discretion, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have. Owner and Seller retain the express right to suspend or terminate this Order due to a force majeure event upon the delivery of written notice to the other party. A force majeure event is any event or circumstance beyond the control of Owner or Seller, including but not limited to epidemic and quarantine identified by county, state, or federal government authorities, government actions that shutdown supply chains, manufacture or distribution, natural disaster, act of God, flood, tornado, hurricane, and cybersecurity incident. Upon any termination of this Order, Seller shall be entitled to payment of all Goods already produced pursuant up until the effective termination date, subject to any offsets or claims that Owner may have.~~
22. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
23. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or ~~Exhibit A~~, this document shall control.
24. **SELLER PRICE ESCALATION CLAUSE.** The price escalation clause contained in Seller's Terms & Conditions included in Exhibit A shall be updated as follows (additions in underlining; deletions in strike through):
19. (A) This escalator clause is an essential and requisite clause without which the quoted prices would be substantially higher. Wausau Tile relies on stable prices relating to raw materials and supplies from third parties (collectively "third-party materials") in preparing this quote. It is a basic assumption to this quote that cost of third-party materials, in whole or in part, at the time of contracting will not exceed an increase of five percent on or before the date of production. In the event an increase in the cost of third-party materials purchased after the date of contracting exceeds five percent of the cost of same third-party materials available on the date of contracting, the Customer agrees to pay for the increased cost in addition to the contract price; provided however, Customer may alternatively cancel this Order without penalty or liability by written notice delivered by email to the Seller within three (3) days of Wausau Tile's written notice to Customer of escalator clause and price increase. (B) The adjusted price increase under the escalator clause will be effective the same day as Wausau Tile's written notice of escalator clause and price increase is delivered by email to the Customer. (C) Customer shall pay Wausau Tile for deliveries of quantities scheduled under the contract for delivery before the effective date of the escalator clause adjusted price increase and pay the increased contract price for deliveries of quantities scheduled under the contract delivered after the effective date of the escalator clause adjusted price increase. (D) Escalator clause price increases in materials will be confidentially verified by Wausau Tile.



to Customer in writing without documented disclosure of quotes, invoices, or receipts unless produced within the sole discretion of Wayson Tile



EXHIBIT C

CERTIFICATE OF ENTITLEMENT

(For direct purchase of construction materials by a governmental entity pursuant to 212.08(6), F.S., and Rule 12A-1.094, F.A.C.)

The undersigned authorized representative of The District Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-801768905DC-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number WR2024-01 from Wausau Tile, Inc. (Vendor) on or after May 1, 2024 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # with UCC Group, Inc. (Name of Contractor) for the construction of Phase 3B - CRA Project (Park), Riverwalk, and Streetscape Improvements and Phase 3B - CDD Project (Streetscape Improvements).

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements

CW 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

CW 2. The vendor's invoice will be issued directly to Governmental Entity.

CW 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

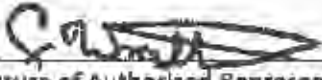
CW 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

CW 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.


Signature of Authorized Representative

Craig Wrathell as District Manager

Purchaser's Name (Print or Type)

District Manager

Title

05/01/2024

Date

Federal Employer Identification Number: 83-3129875

Telephone Number: (861) 571-0010

You must attach a copy of the Purchase Order to this Certificate of Entitlement.
Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.

EXHIBIT D



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-11
R. 01/18

85-8017688050C-1	01/31/2024	01/31/2028	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-486-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-0480.

THE DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT
2900 GLADES RD STE 410W
BOCA RATON FL 33431-8556

PURCHASE ORDER NO. WI2024-03 (CHA)
THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Owner:	The District Community Development District	Seller:	Wausau Tile, Inc.
Address:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	9081 Hux Hwy SJ Rothschild, WI 53070
Phone:	(877) 776 0885	Phone:	Troy Dahlke Troy.Dahlke@wausau.com 813.334.0016
Direct Invoices To:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, FL 33431		
Copy Via Email:	Kimley-Horn and Associates, Inc. 12740 Gran Bay Pkwy., W., Suite 235B Jacksonville, FL 32258	Bill Schilling: Bill.Schilling@kimley-horn.com Denise Henkes: Denise.Henkes@kimley-horn.com	
Project Name:	RiversEdge Phase 3B	Contract Date:	5/17/2024
Project Address:	1935 RiversEdge Blvd., Jacksonville, FL 32207 POC: Vitor Pedro: 407.680.9174, vpedro@uccgroup.com		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the Items ("Goods") listed in Quote C149004 attached as Exhibit A.

Schedule – The Goods shall be delivered on or before December 1, 2024.

Price – \$157,346.40

Certificate of Exemption #: 85-8017589050C-1

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as Exhibit B, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

OWNER

The District CDD

By: 

Print Name: Craig Wrathell

Print Title: As District Manager

Date: 10-21-2024

DISTRICT ENGINEER

By: 

William J. Schilling, Jr., PE

SELLER

Wausau Tile, Inc.

By: Tabitha Erlandson

Print Name: Tabitha Erlandson

Print Title: Accounting Manager

Date: 10/18/2024

Date: October 15, 2024

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

EXHIBIT C: Certificate of Entitlement

EXHIBIT D: Consumer's Certificate of Exemption

WAUSAU TILE
QUOTATION

EXHIBIT 1

Bill To: **UCC GROUP**
1500 SAND LAKE RD STE 100
CHANDLER
OH 43025, CT 3019

Ship To: **Theromage GDA**
1013 Remondin Blvd
Jacksonville, FL 32207

Quote Number: **Q49004J**

Quote Date: September 20, 2024
Quote Valid For: 30 days
Expiry: 10/20/2024

Additional: **Brad Duncan**
Sales@wausautile.com
(513) 478-2020

Project: **ROVERS FIRE CHA**

Sales Person: **Tony Colabro**
tcolabro@wausautile.com
617-334-0010

Item	Product	Description	Quantity	UOM	Weight	Price	Total
6	TF10320030F	CUSTOM BENCH CURVE RIGHT Color & Finish: G30 Star 6 Skate Staps LED Tape Lights (Product # 1 TR P WP-24V-1 SW-300-FT) LED-25W Series Driver w/ Transformer Box (Part # 12108)	12	EA	1,773.00	\$4,435.00	\$53,220.00
7	TF103301030F	CUSTOM BENCH CURVE LEFT Color & Finish: G30 Star 6 Skate Staps LED Tape Lights (Product # 1 TR P WP-24V-1 SW-300-FT) LED-25W Series Driver w/ Transformer Box (Part # 12108)	11	EA	1,993.00	\$4,435.00	\$48,785.00
8	TF10322030F	CUSTOM BENCH CURVE Color & Finish: G30 Star	24	EA	843.00	\$2,100.00	\$50,400.00
Total Weight:					40,607 lbs	Item Total:	\$152,405.00

Please allow time for payment to be received by the client.
We will not be responsible for any delays in shipping.
We will not be responsible for any delays in shipping.

ESTIMATED Shipping: \$4,851.40
Sales Tax: 1000
TOTAL PRICE: \$157,346.40

Price is based on the current market conditions of the day.

Additional Notes

Ship excess weight will quote Q494212F

P: 800 388 8728 | E: wtile@wausautile.com | WAUSAUTILE.COM



WTT - WTC GROUP

Quote Number: Q400043

Terms & Conditions

1. This proposal is valid for 60 days. All terms and conditions apply with equal force to price in years over 60 days, including shipping charges. Order by 10/1/24
2. Upon agreement of a final contract, the product quoted will move to the production and shipping stage. Any requests for price change or order that extends beyond the time frame due to delays outside of Wausau Tile's control, will have a charge order placed with all applicable surcharges. If price increases due to an event, prior to shipment of the product.
3. The purchase order ("PO") and payment of order to be made out to Wausau Tile, Inc.
4. An expedite shipment, please include an invoice for billing and an address for delivery.
5. This is a material only bid. Labor and haul on square footage is not included. Delivery and pickup is charged from our warehouse to the property of customer to the project.
6. 30% down payment is required on all custom or modified products, orders with related within over \$100,000 and all on placing prior to order with Wausau Tile. Down payments due date prior to production, orders will not be scheduled until payment is received.
7. Field representatives, specifications and quantity modifications are requests of the customer.
8. Freight rate shown is an estimate based on today's international freight cost will be calculated and included at the time of shipment. Delivery to the location only unless noted in bill.
9. Customer will be notified when product is ready for delivery. Storage charges apply if customer delays shipment more than 30 days after notice.
10. All communication and orders must occur prior within approval from a Wausau Tile sales representative.
11. Unloading, assembly and installation are the responsibility of the customer or its consignee.
12. Materials must be unloaded within 2 hours of arrival or customer will be charged for hold over at the rate of \$250/hour.
13. Wausau Tile standard package and warranty terms apply as stated in the Terms of Sale on Wausau Tile's website. A copy of the Terms of Sale is available upon email request to write@wausautile.com.
14. Sales or use tax is customer's responsibility and due at point of the payment to Wausau Tile before shipping occurs. Sales tax is properly allocated tax exempt certificate is provided to Wausau Tile. Deliver the tax exempt certificate by email to accounting@wausautile.com or provide an original by mail if required by state law.
15. Federal Contracting Compliance and CA Transparency in Supply Chains Act is available on Wausau Tile's website.
16. A 3% surcharge / fee will be added to all invoices paid by credit card.
17. Wisconsin law controls interpretation of this quote and any contract term or condition.
18. Customer's remedies against Wausau Tile are limited to amounts paid under the contract. Consequential damages are excluded for commercial or economic loss.
19. (A) This release clause is an essential and material clause without which the quoted prices would be substantially higher. Wausau Tile relies on client prices relating to raw materials and supplies from third parties (collectively "third-party materials") in preparing this quote. It is a fundamental assumption in this quote that cost of third-party materials, in whole or in part, at the time of contracting will not exceed an increase of five percent on or before the date of production, in the event an increase in the cost of third-party materials purchased after the date of contracting exceeds five percent of the cost of some third-party materials available on the date of contracting, the Customer agrees to pay for the increased cost in addition to the contract price. (B) The adjusted price minimum under this material release will be effective the same day as Wausau Tile's written notice of a price increase and price increase is delivered by email to the Customer. (C) Customer shall pay Wausau Tile for delivery of quantities scheduled under the contract for delivery before the effective date of the material release adjusted price increase and pay the increased cost of price for deliveries of quantities scheduled under the contract delivered after the effective date of the material release adjusted price increase. (D) Escalation clause price increases in materials will be confidentially verified by Wausau Tile to Customer in writing with documented disclosure of quotes, invoices, or receipts unless produced within the sole discretion of Wausau Tile.
20. Wausau Tile's non-delivery or delay in delivery, in whole or in part, is not a breach of duty if performance as agreed at the time of contracting has been made impracticable because the cost of third-party materials in manufacture the contracted goods, in whole or in part, on or before the date of production is increased more than five percent above the cost of third-party materials available at the time of contracting. Where delivery of contracted goods is delayed or cannot be performed because of the shortage or unavailability of third-party materials used to manufacture the contracted goods, Wausau Tile shall not be liable for any costs or damages associated with such delay or non-performance.
21. Wausau Tile retains the express right to suspend or terminate the contract due to a force majeure event. A force majeure event is any event or circumstance beyond the control of Wausau Tile, Inc. including but not limited to epidemic and quarantine identified by county, state, or federal government authorities, government action that shutdowns supply chain, manufacturing or distribution natural disaster, act of God, flood, hurricane, and cybersecurity incident.
22. Acceptance. Acceptance occurs upon the earlier of: (a) date the product is installed, (b) date the product is used, or (c) five calendar days after delivery. Customer and/or its agent shall provide Wausau Tile with written notice of any defects as well as notice of any claim under Wausau Tile's limited warranty before product installation takes place.
23. Any receipt of PO not shipped within (6) months is subject to a 1.5% escalator pricing adjustment per month until shipment issues.

P: 800.388.8728 | E: write@wausautile.com | WAUSAUTILE.COM



WAUSAU TILE QUOTATION

#1 by UCC GROUP

Quote Number: **Q49004J**

Customer Approval Signature

Date

For: 5117-48140

Wausau Tile Signature

For: 5117-48140

P: 800.388.8728 | E: wtile@wauusautile.com | WAUSAUTILE.COM

EXHIBIT B TERMS AND CONDITIONS

1. **PRICE.** THE PRICE(S) set forth above includes all Goods, Insurance, warranties and other materials as described (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Timing of the expense with respect to the Order, and all Goods shall be produced and delivered within the time set forth in the schedule. Ownership shall be under of any part thereof or defect delivery of Goods if such delivery performance is not in material accordance with the specific terms of this Order, including the Schedule.
3. **INSURANCE AND DELIVERY.**
 - (a) All shipments of Goods shall be made, with all shipping costs prepaid by Seller (e.g., Insurance, packing, loading, freight, etc.), to the receiving point specified above. Title and risk of loss shall pass to Owner at the time such Goods are delivered at the Project Site and accepted by Owner or Owner's authorized personnel (Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance).
 - (b) All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. At least 15 days after delivery, Owner and/or its agent shall provide Seller with written notice of any defect observed by Owner prior to acceptance, as well as notice of any claim under Seller's warranty, before product installation takes place. Owner may return Goods not meeting specifications (including error in shipment) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2023). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use in the Owner's project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any replacement by Owner shall not prevent Owner from taking rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** As such term is used herein, the "Indemnitees" shall mean the Owner, the City of Jacksonville, the Downtown Investment Authority, Elements Development of Jacksonville, LLC, and their respective officers, directors, supervisors, Commissioners, Board members, City Council members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Worker's Compensation insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by either party under this Order shall nullify the ability to allocate hereunder. Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability to Seller, including recovery of contractual damages. The prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.26, Florida Statutes or other statutes or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.

-

To Customer It is stated within the document that in all cases, evidence or records in dispute shall be withheld from the
disciplined Worker.



CERTIFICATE OF ENTITLEMENT

(For direct purchase of construction materials by a governmental entity pursuant to 212.08(6), F.S. and Rule 12A-1.094, F.A.C.)

The undersigned authorized representative of The District Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017689050C-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number WT2024-03 (CRA) from Wausau Tile, Inc. (Vendor) on or after 10/15/2024 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # 2024-02 with RCC Group, Inc. (Name of Contractor) for the construction of (Riveridge Phase 1B - CRA Project (Parks, Riverwalk, and Streetscape Improvements))

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

CW 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

CW 2. The vendor's invoice will be issued directly to Governmental Entity.

CW 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

CW 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

CW 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.


Signature of Authorized Representative

District Manager
Title

Chris Winkler as District Manager
Purchaser's Name (Print or Type)

10-21-2024
Date

Federal Employer Identification Number: 85-3179785

Telephone Number: 561.571.0010

**You must attach a copy of the Purchase Order to this Certificate of Entitlement.
Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.**



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/10

ISSUING AGENCY Habitat for Humanity	ISSUANCE DATE 01/11/2020	EXPIRATION DATE 01/31/2028	COUNTY GOVERNMENT Habitat for Humanity
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THE DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

Is exempt from the payment of Florida sales and use tax on real property rental, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/10

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.036, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-486-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

THE DISTRICT
A COMMUNITY DEVELOPMENT PROJECT
2300 GLADES RD SUITE 410W
BOCA RATON FL 33433-0556

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
 requester. Do not
 send to the IRS.

Before you begin, for guidelines related to the purpose of Form W-9, see *Purpose of Form*, below.

1. Name of entity/individual. An entity is required to obtain a taxpayer identification number (TIN) only if it is an individual or a partnership.

The District Community Development District

2. Business (individual or entity name) if different from above.

3. Check the appropriate box for indication of classification of the entity/individual (see instructions for line 3). Check only one of the following boxes.

☐ Individual (sole proprietor) ☐ Partnership ☐ Corporation ☐ S Corporation ☐ Trust

☐ U.S. Person (for classification of U.S. person, see instructions for line 3). Check only one of the following boxes.

Enter the U.S. Person's TIN in the appropriate box (U, P, or S) for the classification of the U.S. person. If the U.S. person is a disregarded entity, it is required only to check the appropriate box for the classification of its owner.

☒ Other (see instructions) **Special Purpose Government**

4. If on line 3 you checked "Partnership" or "S Corporation" or checked "U.S. Person" and entered "P" on the classification box and you are providing this form to a partnership, enter the TIN of the partnership. If you are providing this form to a partnership, enter the TIN of the partnership. If you are providing this form to a partnership, enter the TIN of the partnership.

5. Address (number, street, apt. or suite no.). See instructions.

P.O. Box 910030

6. City, state, and ZIP code.

Boonville, IN 47601

7. List account numbers here (optional).

8. Taxpayer's name (if different from above).

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Notes: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to select.

Social security number								
OR								
Employer identification number								
0	3	-	3	1	7	8	7	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA certifier entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date 3/15/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3b has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it is a flow-through entity (foreign partner, owner, or beneficiary) when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 990).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CVI

CHANGE ORDER NO.: 9

Owner: The District Community Development District
 Engineer: Kimley-Horn and Associates, Inc.
 Contractor: UCC Group, Inc.
 Project: Phase 3B – CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CRA Project (Parks, Riverwalk and Streetscape Improvements)

Owner's Project No.: 2024-02
 Engineer's Project No.: 045547005
 Contractor's Project No.: US2024015

Date Issued: February 13, 2025 Effective Date of Change Order: January 31, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: There is a total increase of \$23,754.17 for this Change Order that includes two items:

- The Contract Price will be increased by \$4,366.00 to account for the total cost of Structural Soil over the allowance in the contract. See "UCC Estimate No. 011", dated January 24, 2025, for further detail.
- The Contract Price will be increased by \$19,388.17 to account for the total cost of the Silva Cells over the allowance in the contract. See "UCC Estimate No. 012", dated January 24, 2025, for further detail.

Attachments: UCC Estimate No. 011, UCC Estimate No. 012

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 15,771,341.10	Substantial Completion: 201 days/ESC-382 days
	Ready for final payment: 231 days/ESC-412 days
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 2,512,379.31	Substantial Completion: 45 days
	Ready for final payment: 45 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 18,283,720.41	Substantial Completion: 246 days/ESC-382 days
	Ready for final payment: 276 days/ESC-412 days
Increase this Change Order:	Increase/Decrease this Change Order:
\$ 23,754.17	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price Incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 18,307,474.58	Substantial Completion: 246 days/ESC-382 days
	Ready for final payment: 276 days/ESC-412 days

Recommended by Engineer (if required)

By: *Kimley-Horn and Associates, Inc.*

Title: *William J. Schilling, P.E.*

Date: *February 18, 2025*

Authorized by Owner *Vertex for COOK*

By: *Albrecht Norton*

Title: *Managing Director*

Date: *March 20, 2025*

Accepted by Contractor

Pat DiPaolo

Pat DiPaolo, President

February 20, 2025

Approved by Funding Agency (if applicable)



Date: 24-Jan-25
Attn: Anne Walling @ Kinley Horn
UCC Estimate No.: 011

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<i>Structural Soils</i>				
		<i>The actual cost of the structural soils is higher than the allowance, UCC is asking that the additional cost be added to our contract.</i>				
		Labor				
1.00		Superintendent, Regular Time				\$
2.00		Foreman, Regular Time				\$
3.00		Skilled Labor, Regular Time				\$
4.00						\$
5.00					Total Labor Costs	\$
		Material				
6.00						\$
7.00						\$
8.00						\$
9.00						\$
10.00						\$
11.00						\$
12.00						\$
13.00						\$
14.00						\$
15.00						\$
16.00						
17.00		Sales tax	1	LS	\$	\$
		Equipment				
18.00						\$
19.00						\$
20.00						\$
21.00						\$
22.00						\$
23.00						\$
24.00						
25.00						
26.00		Sales Tax		LS	\$	\$
		Subcontractor				
27.00		Liberty Landscape - Silva Corp	1	LS	\$ 88,000.00	\$ 88,000.00
28.00						\$
29.00						\$
30.00						
					Subtotal	\$ 88,000.00
				Markup	10.0%	\$ 8,800.00
				Performance and Payment Bond	7.5%	\$ 1,452.00

Subtotal	\$	98,252.00
Contract Allowance	\$	63,866.00
Total Additional Cost	\$	4,366.00

www.1000miles.com



Quote

Project Name: Riversedge Park
 Predential Drive, Jacksonville, FL
 Project Owner: CRA

Date: 24-Jan-25
 Attn: Anna Walling @ Kimley Horn
 UCC Estimate No.: D12

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		We are pleased to submit the following pricing for your review:				
		Silva Cells				
		The actual cost of the Silva cells is higher than the allowance.				
		UCC is asking that the additional cost be added to our contract.				
		Labor				
1.00		Superintendent, Regular Time				\$
2.00		Foreman, Regular Time				\$
3.00		Skilled Labor, Regular Time				\$
4.00						\$
5.00						\$
					Total Labor Costs	\$
		Material				
6.00						\$
7.00						\$
8.00						\$
9.00						\$
10.00						\$
11.00						\$
12.00						\$
13.00						\$
14.00						\$
15.00						\$
16.00						\$
17.00		Sales tax	1	LS	\$	\$
		Equipment				
18.00						\$
19.00						\$
20.00						\$
21.00						\$
22.00						\$
23.00						\$
24.00						\$
25.00						\$
26.00		Sales Tax		LS	\$	\$
		Subcontractor				
27.00		Liberty Landscape - Silva Cells	1	LS	\$ 140,101.00	\$ 140,101.00
28.00						\$
29.00						\$
30.00						\$
					Subtotal	140,101.00
					Markup 10.0%	\$ 14,010.10
					Performance and Payment Bond 1.5%	\$ 2,111.67

Qualifications:
 - Standard qualifications from UCC contract apply to apply for this scope of work
 - Quotation is valid for 30 days.

Subtotal \$ 156,422.77
 Contract Allowance \$ 137,034.60
 Total Additional Cost \$ 19,365.17

Prepared by
 UCC GROUP INC.
 Orlando

UCC GROUP INC. 11500 Sand Lake Road, Suite 100, Orlando, FL 32835 • P: 407-200-0000 • F: 407-200-0000

Toll-free: 1-800-451-1200 • Fax: 407-200-0000

www.uccgroup.com

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CVII

CHANGE ORDER NO.: 10

Owner: The District Community Development District
 Engineer: Kimley-Horn and Associates, Inc.
 Contractor: UCC Group, Inc.
 Project: Phase 3B – CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CRA Project (Parks, Riverwalk and Streetscape Improvements)

Owner's Project No.: 2024-02
 Engineer's Project No.: 045547005
 Contractor's Project No.: US2024015

Date issued: February 18, 2025 Effective Date of Change Order: February 18, 2025
 The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price will be increased by \$8,118.07 for extending the primary electrical conduit from the streetscape to the Central Park transformer location. See "UCC Estimate No. 017", dated January 30, 2025, for further detail.

Attachments: UCC Estimate No. 017

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 15,771,341.10	Substantial Completion: 201 days/ESC-382 days
	Ready for final payment: 231 days/ESC-412 days
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 2,536,133.48	Substantial Completion: 45 days
	Ready for final payment: 45 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 18,307,474.58	Substantial Completion: 246 days/ESC-382 days
	Ready for final payment: 276 days/ESC-412 days
Increase this Change Order:	Increase/Decrease this Change Order:
\$ 8,118.07	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 18,315,592.65	Substantial Completion: 246 days/ESC-382 days
	Ready for final payment: 276 days/ESC-412 days

Recommended by Engineer (if required)
 By: *W. James J. Schilling*
 Title: *Principal*
 Date: *February 18, 2025*

Accepted by Contractor

[Signature]
 President
 Feb 27, 2025

Authorized by Owner
 By: *Deborah Martin*
 Title: *Managing Director*
 Date: *March 20, 2025*

Approved by Funding Agency (if applicable)



Quote

Project Name: Riversedge Park
 Prudential Drive, Jacksonville, FL
 Project Owner: CRA

Date: 30-Jan-25
 Attn: Anna Walling @ Kimley Horn
 UCC Estimate No.: 017

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		Extend Primary Power Run into Central Pad				
		new Transformer Pad				
		Labor				
1.00		Superintendent, Regular Time	4	Hrs	\$ 71.50	\$ 286.00
2.00		Foreman, Regular Time		Hrs	\$ 61.75	\$ -
3.00		Skilled Labor, Regular Time		Hrs	\$ 56.25	\$ -
4.00						\$ -
5.00						\$ -
		Material				
6.00						\$ -
7.00						\$ -
8.00						\$ -
9.00						\$ -
10.00						\$ -
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00		Sales Tax	1	LS	\$ -	\$ -
		Equipment				
18.00						\$ -
19.00						\$ -
20.00						\$ -
21.00						\$ -
22.00						\$ -
23.00						\$ -
24.00						\$ -
25.00						\$ -
26.00		Sales Tax		LS	\$ -	\$ -
		Subcontractor				
27.00		Dobson Electric	1	LS	\$ 5,995.00	\$ 5,995.00
28.00						\$ -
29.00						\$ -
30.00						\$ -
					Subtotal	7,271.00
					Markup	10.0%
					Performance and Payment Bond	1.5%
					Total Quote	\$ 6,118.07

Qualifications: - Standard qualifications from UCC contract quote to apply for this scope of work
 - Quote is valid for 30 days

Est. 017-010
 UCC GROUP INC.
 Orlando

Orlando 1 / 100 South Lake Road, Suite 100 / Orlando, FL 32817-1000 / US +1 407-321-0730
 Toronto • Vancouver • Orlando
www.uccgroup.com



DOBSON ELECTRIC INC.

Dobson Electric, Inc.
FL EC #13006075
6925 West Beaver Street Jacksonville, FL 32254
SUBJECT: The district
DATE: 11/15/24

We are pleased to present this proposal for the above-mentioned project.

Parks primary

1. All labor and MISC materials are included for the following.
2. Excavate and backfill for new primary conduits.
3. Supply and install 3 JEA 4" approved conduits and fittings per the drawings provided.
4. Supply 2 JEA approved transformer pads.
5. Install pull strings in conduits.



PARKS COST _____ **\$6,985**

No provisions have been made for the following.

Removal of contaminated soils
Surveying
As-builds
Grounding

Lance Solomon

Dobson Electric Inc.

Lsolomon@dobsonelectric.com

904-523-1597

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CVIII

CHANGE ORDER NO.: 11

Owner: The District Community Development District
 Engineer: Kimley-Horn and Associates, Inc.
 Contractor: UCC Group, Inc.
 Project: Phase 3B - CRA Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B - CRA Project (Parks, Riverwalk and Streetscape Improvements)

Owner's Project No.: 2024-02
 Engineer's Project No.: 045547005
 Contractor's Project No.: US2024015

Date Issued: February 19, 2025 Effective Date of Change Order: February 14, 2025
 The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Time will be extended by 30 days for the CRA Improvements. This will not affect the ESC days. See the Downtown Investment Authority extension letter dated, February 12, 2025.

Attachments: Downtown Investment Authority extension letter dated, February 12, 2025

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 15,771,341.10	Original Contract Times: Substantial Completion: 201 days/ESC-382 days Ready for final payment: 231 days/ESC-412 days
Increase from previously approved Change Orders: \$ 2,544,251.55	Increase from previously approved Change Orders: Substantial Completion: 45 days Ready for final payment: 45 days
Contract Price prior to this Change Order: \$ 18,315,592.65	Contract Times prior to this Change Order: Substantial Completion: 246 days/ESC-382 days Ready for final payment: 276 days/ESC-412 days
Increase/Decrease this Change Order: \$ 0.00	Increase this Change Order: Substantial Completion: 30 days Ready for final payment: 30 days
Contract Price incorporating this Change Order: \$ 18,315,592.65	Contract Times with all approved Change Orders: Substantial Completion: 276 days/ESC-382 days Ready for final payment: 306 days/ESC-412 days

Recommended by Engineer (if required)
 By: *William J. Schelling*
 Title: *Principal*
 Date: *February 16, 2025*

Accepted by Contractor
 By: *[Signature]*
 Title: *President*
 Date: *Feb 26, 2025*

Authorized by Owner
 By: *Walter M. Norton*
 Title: *Managing Director*
 Date: *March 20, 2025*

Approved by Funding Agency (if applicable)



Downtown Investment Authority

February 12, 2025

Elements Development of Jacksonville, LLC
c/o Preston Hollow Capital, LLC
1717 Main Street, Suite 3900
Dallas, Texas 75201
Attention: John Dinan, General Counsel
Ramiro Albarran, Managing Director

RE: Amended and Restated Redevelopment Agreement dated November 27, 2023, among the City of Jacksonville, Downtown Investment Authority (DIA) and Elements Development of Jacksonville, LLC and Amended and Restated CRA Infrastructure Improvements Cost Disbursement Agreement of the same date

Dear Mr. Dinan and Mr. Albarran:

This letter is provided in response to your request to extend the Completion Date for various components of the Central Park as established in the Performance Schedule included as Exhibit "J" to the Redevelopment Agreement referenced above and pursuant to Section 3.14 of the Disbursement Agreement, as modified by the extension letter provided December 23, 2024. Currently the Completion Date for all aspects of Central Park is February 14, 2025.

I have modified the attached Exhibit A table to reflect a three (3) month extension for good cause applicable to Central Park completion and opening with the exception of the restrooms, pavilion and public art. That establishes a new date of May 14, 2025, for the park to be complete (minus the elements above) and open to the public. I have provided a six (6) month extension for completion of the restrooms, pavilion and installation of the art. That establishes a new date for those elements of August 14, 2025. I am aware that the pavilion and restrooms will not meet that deadline and require a Board extension, which should be pursued in June or July.

All Performance schedule deadlines contained in the Cost Disbursement Agreement are similarly extended to conform to this schedule.

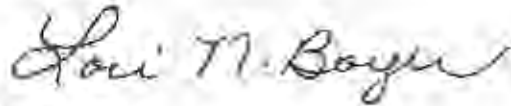
No other items on the Performance Schedule and in Section 3.14 of the Disbursement Agreement are impacted by this limited good cause extension and will remain eligible for good cause extensions as required. If you should have any questions about this extension, please feel free to contact me at (904) 255-5301.

Preston Hollow Capital, LLC

Page 2

February 12, 2025

Sincerely,

A handwritten signature in black ink, appearing to read "Lori M. Bayer". The signature is fluid and cursive, with the first name "Lori" being more prominent.

Lori Bayer

Chief Executive Officer

Downtown Investment Authority

cc: City of Jacksonville, Office of General Counsel

Foley & Lardner

One Independent Drive, Suite 13300

Jacksonville, FL 32202

Attn: David Cook

Emily F. Magee

Exhibit A

Improvement Impacted	Current Deadline	Force Majeure Extension (Days)	Regulatory Delays Extension (Days)	Good Cause Extensions (Months)	New Deadline	Anticipated Delivery*
Central Park – Partially Open**	12/31/2024	45	-	3 months	3/14/2025	5/20/2025
Central Park – Fully Open**	12/31/2024	45	-	6 months	3/14/2025	12/21/2025
The Pearl	12/31/2024	-	-	6 months	6/30/2025	10/31/2025
The Pavilion	12/31/2024	-	-	6 months	6/30/2025	11/30/2025
Overland Trail	12/31/2024	90	-	-	3/31/2025	2/20/2025
Marshfront Park; NE Park	12/31/2024	-	-	3 months	3/31/2025	3/19/2025
Portion of Riverwalk to Western end of Central Park	12/31/2024	75	-	-	3/16/2025	3/19/2025
Western Portion of NW Park; All CRA Streetscape	12/31/2024	-	-	3 months	3/31/2025	3/19/2025
Riverwalk Bridge / Portion of Riverwalk fronting NW Park	12/31/2024	-	90	-	3/31/2025	11/2025
Portions of CRA Streetscape fronting Central Park	12/31/2024	75	-	-	3/16/2025	12/31/2025
Water Taxi Stop	12/31/2024	-	90	-	3/31/2025	12/31/2025
Transient Boat Docking Facilities	12/31/2024	-	90	-	3/31/2025	12/31/2025
Kayak Launch	12/31/2024	-	90	-	3/31/2025	12/31/2025
Bulkhead Wall 2	12/31/2024	-	90	-	3/31/2025	12/31/2025
Portions of NW Park per Exhibit B (marked as temporary or grayed out)	12/31/2024	15	90	-	4/15/2025	12/31/2025
Portion of Riverwalk Adjacent to Intake Structure	12/31/2024	-	90	-	3/31/2025	12/31/2025
Executed Contract with Upland General Contractor (Pavilion Only)	9/30/2024	-	-	-	Executed	9/30/2024
Executed Contract with Marina General Contractor	12/31/2024	-	90	-	3/31/2025	3/31/2025

* Anticipated Delivery based on current development timing estimates.

** Partially open means entire park open to the public with the exception of the restroom and pavilion, art may not yet be installed; Full opening includes restroom, pavilion and public art.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CIX

CHANGE ORDER NO.: 13

Owner:	The District Community Development District	Owner's Project No.:	2024-02
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	045547005
Contractor:	UCC Group, Inc.	Contractor's Project No.:	US2024015
Project:	Phase 3B – CRA Project		
Contract Name:	Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CRA Project (Parks, Riverwalk and Streetscape Improvements)		
Date Issued:	March 6, 2025	Effective Date of Change Order:	March 6, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Amount will be increased by \$20,532.44 to reinforce the slope along the southern edge of Marshfront Park with rip rap and sand cord grass. See UCC Estimate No.: 013 for further detail.

Attachments: UCC Estimate No.: 013

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 15,771,341.10		Substantial Completion:	201 days/ESC-382 days
		Ready for final payment:	231 days/ESC-412 days
Increase from previously approved Change Orders:		Increase from previously approved Change Orders:	
\$ 2,544,251.55		Substantial Completion:	75 days
		Ready for final payment:	75 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 18,315,592.65		Substantial Completion:	276 days/ESC-382 days
		Ready for final payment:	306 days/ESC-412 days
Increase this Change Order:		Increase/Decrease this Change Order:	
\$ 20,532.44		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 18,336,125.09		Substantial Completion:	276 days/ESC-382 days
		Ready for final payment:	306 days/ESC-412 days

Recommended by Engineer (if required)		Accepted by Contractor	
By:	<i>William P. Sullivan, Inc.</i>		
Title:	<i>Principal</i>		President
Date:	<i>March 6, 2025</i>		Mar 10, 2025
Authorized by Owner <i>Verex Ar Co., Inc.</i>		Approved by Funding Agency (if applicable)	
By:	<i>Deborah A. Morton</i>		
Title:	<i>Managing Director</i>		
Date:	<i>March 20, 2025</i>		



Quote

Project Name: Riversedge Park
Predential Drive, Jacksonville, FL
Project Owner: CRA

Date: 28-Jan-25
Attn: Anna Walling @ Kimley Horn
UCC Estimate No: 013

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		We are pleased to submit the following pricing for your review:				
		Meads Park				
		Abutment Ramps with Cord Grass				
		Labor				
1.00		Superintendent, Regular Time	2	Hrs	\$ 71.30	\$ 143.00
2.00		Foreman, Regular Time	4	Hrs	\$ 81.75	\$ 247.00
3.00		Skilled Labor, Regular Time		Hrs	\$ 65.25	\$
4.00						\$
5.00					Total Labor Costs	\$ 390.00
		Material				
6.00						\$
7.00						\$
8.00						\$
9.00						\$
10.00						\$
11.00						\$
12.00						\$
13.00						\$
14.00						\$
15.00						\$
16.00						\$
17.00		Sales Tax	1	LS	\$	\$
		Equipment				
18.00						\$
19.00						\$
20.00						\$
21.00						\$
22.00						\$
23.00						\$
24.00						\$
25.00						\$
26.00		Sales Tax		LS	\$	\$
		Subcontractor				
27.00		Riprap * Cord Grass, Liberty Landscape	1	LS	\$ 18,000.00	\$ 18,000.00
28.00						\$
29.00						\$
30.00						\$
						\$
					Subtotal	19,390.00
				Markup	10.0%	\$ 1,939.00
				Performance and Payment Bond	1.5%	\$ 290.84
					Total	\$ 20,629.84

Qualifications: • Standard qualifications from UCC contract quote to apply for this scope of work
• Quotation is valid for 90 days

For DP Parks
UCC GROUP INC.
Orlando

Phone: 734.660.2200 ext 200, 201 or 202 Fax: 734.660.2200
Email: info@uccgroup.com
Website: www.uccgroup.com



January 28, 2025

To: Graham Duthie / Stanley Lee
UCC Group

From: John Sepa

Subject: Rivers Edge Rip Rap Proposal

Graham / Stanley,

Based on the plans by Kimley Horn, dated January 2025, Liberty Landscape Supply proposes the following to include all labor, materials, equipment, taxes, delivery, installation, warranty, insurance, etc.:

LANDSCAPE

- Rip Rap (34 tons per UCC)
- Shrubs (Sand Cord Grass – Qty 140)
- Soil (Plant Mix)
- Soil (Fill Dirt)
- Fabric

TOTAL \$18,000

NOTES

- Rip Rap quantity confirmed by UCC

Best Regards,

John Sepa
Sr. Sales Manager

Liberty Landscape Supply
5825 SR16 East
St. Augustine, FL 32092
Cell: (904)891-4359
Email: johns@libertylandscapesupply.com

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CX

CHANGE ORDER NO.: 14

Owner:	The District Community Development District	Owner's Project No.:	2024-02
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	045547005
Contractor:	UCC Group, Inc.	Contractor's Project No.:	US2024015
Project:	Phase 3B - CRA Project		
Contract Name:	Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B - CRA Project (Parks, Riverwalk and Streetscape Improvements)		
Date Issued:	March 6, 2025	Effective Date of Change Order:	March 6, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Amount will be increased by \$8,538.09 to clear vegetation and debris located in the northeastern portion of Northeast Park. See UCC Estimate No.: 021 for further detail.

Attachments: UCC Estimate No.: 021

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 15,771,341.10		Substantial Completion:	201 days/ESC-382 days
		Ready for final payment:	231 days/ESC-412 days
Increase from previously approved Change Orders:		Increase from previously approved Change Orders:	
\$ 2,564,783.99		Substantial Completion:	75 days
		Ready for final payment:	75 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 18,336,125.09		Substantial Completion:	276 days/ESC-382 days
		Ready for final payment:	306 days/ESC-412 days
Increase this Change Order:		Increase this Change Order:	
\$ 8,538.09		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 18,344,663.18		Substantial Completion:	276 days/ESC-382 days
		Ready for final payment:	306 days/ESC-412 days

Recommended by Engineer (if required)

By: *William J. Bunting, Jr.*
 Title: *Principal*
 Date: *March 6, 2025*

Accepted by Contractor

[Signature]
 President
 Mar 10, 2025

Authorized by Owner *Vertex for COO1*

By: *Deborah Morton*
 Title: *Managing Director*
 Date: *March 20, 2025*

Approved by Funding Agency (if applicable)



Date: 07-Jun-25
Attn: Anna Wailing @ Kimley Horn
UCC Estimate No.: 021

Qualifications: - Standard qualifications from UCC controls quote to apply for this scope of work
- Qualification is valid for 36 days

[illegible]



February 5, 2025

To: Stanley Lee
UCC Group

From: John Sepa

Subject: NE Park Clearing Proposal

Stanley,

Based on the pics sent in your email 2-3-25, and our site walk thru, Liberty Landscape Supply proposes the following to include all labor, materials, equipment, taxes, delivery, installation, warranty, insurance, etc.:

LANDSCAPE – CLEARING

- Remove all brush in designated area, less than 4" Caliper in size.
- Remove all trees requested.
- Remove Debris.

TOTAL \$6,213

NOTES

- UCC to provide ramps and concrete protection for equipment to safely enter and leave area.
- Does not cover adding any fill materials.

Best Regards,

John Sepa
Sr. Sales Manager

Liberty Landscape Supply
5825 SR16 East
St. Augustine, FL 32092
Cell: (904)891-4359
Email: johns@libertylandscapesupply.com

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS CXI

CHANGE ORDER NO.: 20

Owner **The District Community Development District** Owner's Project No.: **2024-02**
Engineer: **Kimley-Horn and Associates, Inc.** Engineer's Project No.: **045547005**
Contractor: **UCC Group, Inc.** Contractor's Project No.: **US2024015**
Project: **Phase 3B – CRA Project**
Contract Name: **Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
Phase 3B – CRA Project (Parks, Riverwalk and Streetscape Improvements)**
Date Issued: **May 19, 2025** Effective Date of Change Order: **May 9, 2025**

The Contract is modified as follows upon execution of this Change Order:

Description: **The Contract is being modified to incorporate changes to the Subcontract between Contractor and THEVERYMANY, LLC ("TVM") for Fabrication and Installation of the Pavilion Shell (the "Artist Subcontract"). No change in Contract Price is proposed or included with this Change Order.**

Attachments: **Strike-through/Underline version of the Artist Subcontract summarizing the agreed to changes.**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ <u>15,771,341.10</u>		Substantial Completion:	<u>201 days/ESC-382 days</u>
		Ready for final payment:	<u>231 days/ESC-412 days</u>
Increase from previously approved Change Orders:		Increase from previously approved Change Orders:	
\$ <u>2,742,396.37</u>		Substantial Completion:	<u>90 days</u>
		Ready for final payment:	<u>90 days</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>18,513,737.47</u>		Substantial Completion:	<u>291 days/ESC-382 days</u>
		Ready for final payment:	<u>321 days/ESC-412 days</u>
Increase/Decrease this Change Order:		Increase/Decrease this Change Order:	
\$ <u>0.00</u>		Substantial Completion:	<u>0 days</u>
		Ready for final payment:	<u>0 days</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>18,513,737.47</u>		Substantial Completion:	<u>291 days/ESC-382 days</u>
		Ready for final payment:	<u>321 days/ESC-412 days</u>

Recommended by Engineer (if required)		Accepted by Contractor	
By:	_____	_____	_____
Title:	_____	_____	_____
Date:	_____	_____	_____
Authorized by Owner		Approved by Funding Agency (if applicable)	
By:	_____	_____	_____
Title:	_____	_____	_____
Date:	_____	_____	_____

**SUBCONTRACT BETWEEN ~~[CONTRACTOR]~~UCC GROUP INC
AND ~~[ARTIST]~~THEVERYMANY, LLC FOR FABRICATION, AND INSTALLATION OF ~~ARTWORK~~PAVILION
SHELL**

This Subcontract ("**Subcontract**") is made and entered into this ____ day of _____, ~~2023~~2025 (the "**Effective Date**"), by and between _____ UCC GROUP INC. ("**Contractor**"), and ~~[ARTIST-ENTITY]~~, a [State][entity type] (the "~~Artist~~THEVERYMANY, LLC, a New York State Limited Liability Company (the "**ARTIST**")"), (Contractor and ARTIST together may be referred to herein as the "**Parties**").

RECITALS

WHEREAS, the District Community Development District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "**District**" or "**Owner**" when used in connection with the Primary Contract), situated entirely within the City of Jacksonville, Florida, a municipal corporation ("**City**");

WHEREAS, the District, the City, the DIA (as hereinafter defined), and Elements Development of Jacksonville, LLC ("**Developer**") have previously entered into that certain Redevelopment Agreement dated July 12, 2018, as amended (the "**Redevelopment Agreement**") pursuant to which the District has agreed to, *inter alia*, construct certain horizontal public infrastructure improvements within the District's boundaries, inclusive of the CRA Infrastructure Improvements and CDD Infrastructure Improvements (both terms as defined in the Redevelopment Agreement);

WHEREAS, the District, the DIA, and the Developer also previously entered into that certain CRA Infrastructure Improvements Costs Disbursement Agreement dated December 22, 2020 ("**Disbursement Agreement**"), which governs the obligations of the District to construct the CRA Infrastructure Improvements and DIA's obligation to disburse funds to the District in an amount up to \$23 million in order to fund, in part, the CRA Infrastructure Improvements;

WHEREAS, CRA Infrastructure Improvements include, *inter alia*, certain ~~Artwork~~Pavilion Shell (hereinafter defined) to be installed on City-owned parcels within the District's boundaries;

WHEREAS, the District's engineer, Kimley-Horn and Associates, Inc. (the "**District Engineer**"), previously entered into that certain Standard Subcontract for Professional Services between Kimley-Horn and Associates, Inc. and ~~[ARTIST-ENTITY]~~THEVEYRMANY, LLC dated ~~[DATE]~~06.15.2023 (the "**Design Contract**"), pursuant to which ARTIST agreed to prepare and develop design documents (the "**Approved Design Proposal**") for ~~a~~ permanent outdoor~~-Artwork~~ Pavilion, as defined below, acceptable to the District;

WHEREAS, District Engineer has previously entered into that certain Standard Subcontract for Professional Services with Kasper Architects + Associates ("**Kasper**") dated September 21, 2020, as amended on March 28, 2025, pursuant to which Kasper agreed to provide professional consulting services as the "Architect of Record" for the Restroom and Storage Facilities, as defined below, and shall be responsible for code review, the signing, dating, sealing and submission of permitting drawings and documents for the Restroom and Storage Facilities, and shall assist the Artist in the preparation of construction documents ("**CD**") and specifications and with Construction Phase Services for the Restroom and Storage Facilities.

WHEREAS, ARTIST previously prepared and developed the Approved Design Proposal as per the Design Contract, and the District and the City intend for ARTIST to fabricate and install the ~~Artwork~~Pavilion Shell (as defined below), which shall serve as the canopy for the free-standing Restroom and Storage Facilities, in accordance with the Approved Design Proposal;

WHEREAS, the Design Contract does not include the preparation of construction or fabrication plans, professional engineering documents, fabrication, delivery or installation;

WHEREAS, this Subcontract is intended to cover preparation of construction or fabrication plans, professional engineering documents, fabrication, delivery and installation of the Pavilion Shell;

WHEREAS, pursuant to this Subcontract, ARTIST will also cooperate and work concurrently with the District and its agents, including but not limited to Contractor, District Engineer, and Kasper, to prepare the construction and fabrication plans necessary for permitting and construction of the Pavilion;

WHEREAS, Contractor has since entered into that certain agreement with the District entitled Agreement between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B - CRA Project (Parks, Riverwalk, and Streetscape Improvements) dated ~~{ _____, 2023}~~May 17, 2024 (the "**Primary Contract**"), pursuant to which Contractor has agreed to, *inter alia*, enter into this Subcontract with ARTIST for the engineering, fabrication, and installation of the ~~Artwork~~Pavilion Shell and act as agent for the District in connection with this Subcontract;

WHEREAS, ARTIST has completed the Approved Design Proposal and Contractor now wishes, on behalf of the District, to engage ARTIST to engineer, fabricate and install the ~~Artwork~~Pavilion Shell consistent with said Approved Design Proposal, all subject to the terms and conditions set forth in this Subcontract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

INCORPORATION OF RECITALS; DEFINITIONS

1.1 The recitals set forth above ("**Recitals**") are integral to and incorporated as terms of this Subcontract.

1.2 The following definitions shall apply in this Subcontract, in addition to other terms specifically defined in the Recitals or elsewhere in this Subcontract.

1. **Approved Design Proposal.** The Design Proposal for which ARTIST received a Design Proposal Acceptance as per the Design Contract.

~~2. **Artwork.** The physical object and objects comprising the artwork, including but not limited to:~~

~~–[INSERT DESCRIPTION]~~

~~delivered and/or required to be delivered by ARTIST and/or the Artist's principals, employees, assistants, and/or subcontractors, based on the Approved Design Proposal to fulfill ARTIST's obligations under this Subcontract.~~

2. ~~3.~~ **Contractor.** UCC Group Inc. In the administration of this Subcontract, Contractor shall be deemed an agent of the District. ARTIST may rely on Contractor for instructions and approvals from the District; except, however, that Contractor has no authority to increase amounts paid or payable to ARTIST hereunder. Such an increase shall require the written approval of the District's Board of Supervisors.

3. ~~4.~~ **Downtown Investment Authority ("DIA").** A governing body and the development and community redevelopment agency for downtown Jacksonville, as established by Sec. 55.104, Ordinance Code, pursuant to Chapter 163, Part III, F.S., as amended.

4. ~~5.~~ **Final Acceptance.** Contractor's written acceptance of installation and delivery of the ~~Artwork~~ Pavilion Shell in its final form, in accordance with this Subcontract and the provisions contained herein.

5. ~~6.~~ **Fabrication File Phase.** The stage during which ARTIST prepares construction or fabrication plans and professional engineering documents based on the Approved Design Proposal.

6. ~~7.~~ **Fabrication File Phase Work.** All Work performed (or to be performed) by, at the request of, or on behalf of ARTIST, in the Fabrication File Phase.

7. ~~8.~~ **Fabrication and Installation Phase.** The phase following the Fabrication File Phase during which the fabrication, transportation, delivery, installation, Project cataloging and all other services and goods associated with integration (if applicable) and installation of the ~~Artwork~~ Pavilion Shell in accordance with the Approved Design Proposal takes place.

8. ~~9.~~ **Fabrication and Installation Phase Work.** All Work performed (or to be performed) by, at the request of, or on behalf of ARTIST, in the Fabrication and Installation Phase.

9. **General Conditions.** Those certain Standard General Conditions of the Construction Contract Phase 3B – CRA Project (Parks, Riverwalk, and Streetscape), which are included as a part of the Primary Contract.

10. **Indemnitees.** As defined in the Primary Contract, includes, together, the District, City, DIA, Developer, PHCC LLC d/b/a Preston Hollow Community Capital ("PHCC"), and their respective officers, directors, Supervisors, Board Members, City Council members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals.

11. **Pavilion.** The Pavilion Shell together with the Restroom and Storage Facilities as per the Approved Design Proposal.

12. **Pavilion Shell.** The physical object and objects comprising the pavilion shell, including but not limited to:

- A permanent, outdoor canopy covering the free-standing Restroom and Storage Facilities. The canopy height is approximately 30 feet tall at its highest point, all as more particularly depicted in the Approved

Design Proposal. While the Pavilion Shell scope contemplated in this Subcontract excludes lighting, electrical, foundations, landscape treatments and site preparations, the Pavilion Shell will include a stage (as described herein) and be designed to structurally support the installation of lighting and a retractable projection screen. As used herein, the stage refers to the vacant three-dimensional performance space situated between (but not including) the Restroom and Storage Facilities, canopy, and Slab Foundation.

delivered and/or required to be delivered by ARTIST and/or the ARTIST's principals, employees, assistants, and/or subcontractors, based on the Approved Design Proposal to fulfill ARTIST's obligations under this Subcontract.

13. ~~10-~~**Project.** The project covered by this Subcontract pursuant to which the ~~Artwork~~Pavilion Shell is engineered, fabricated, and installed on the Site in accordance with this Subcontract.

14. **Restroom and Storage Facilities.** Free-standing facilities planned to include eight individual bathroom stalls, two separate storage rooms, and the structural concrete slab foundation ("Slab Foundation") for the entirety of the Pavilion (i.e., such bathroom stalls, storage rooms, and the Pavilion Shell) as per the Approved Design Proposal. The facilities will be in the shape of an oval and planned to have a width of approximately one-hundred (100) feet and a depth of fifty-three (53) feet. The Restroom and Storage Facilities will be covered by the Pavilion Shell.

15. ~~11-~~**Schedule.** The schedule for performance milestones set forth in **Exhibit A** and the fabrication and installation schedule set forth in **Exhibit B**.

16. ~~12-~~**Site.** The location(s) where the ~~Artwork~~Pavilion Shell is to be installed ~~initially is~~ is RiversEdge Central Park, 1915 RiversEdge Boulevard, Jacksonville, Florida 32202, and the particular place at such location where the ~~Artwork~~Pavilion Shell will be placed as specifically identified in the Approved Design Proposal.

17. **Supplementary Conditions.** Those certain Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions, which are included as part of the Primary Contract.

18. ~~13-~~**ARTIST's Services.** All of the services provided and required to be provided by ARTIST (and/or its subcontractors, assistants and employees) under this Subcontract, including, without limitation (i) coordination with Contractor, the District, and others as requested by the District in connection with the ~~review and consideration of the Approved Design Proposal and Artwork Pavilion~~, and (ii) engineering, fabrication, and installation of the ~~Artwork~~Pavilion Shell, as specified in **Exhibit A** attached hereto.

19. ~~14-~~**Work.** All labor, materials, services, communications, submittals, other items and/or deliverables furnished by, at the request of, or on behalf of ARTIST (and/or the ~~Artist~~ARTIST's subcontractors or suppliers) in connection with this Subcontract, including, without limitation, all of the Fabrication File Phase Work and the Fabrication and Installation Phase Work, the ~~Artwork~~Pavilion Shell, and all other of ARTIST's Services.

ARTICLE 2

PROCESS

2.1 **Performance by ARTIST.** Except as expressly authorized herein and agreed by Contractor in writing, all of ARTIST's obligations under this Subcontract shall be performed and provided by ARTIST.

2.2 **Phases.** The services to be performed and deliveries to be made by ARTIST hereunder shall be done in two phases: (a) the Fabrication File Phase and (b) the Fabrication and Installation Phase. The Fabrication File Phase shall commence upon execution of this Subcontract and be followed by the Fabrication and Installation Phase, which Fabrication and Installation Phase shall commence upon receipt of permit approval and, if applicable, execution of a Change Order for the equitable extension of the time for performance under this Subcontract and/or to additional compensation or payment in connection with this Subcontract as further provided in Section 3.6 and/or 11.7 herein.

2.3 **Fabrication File Phase.**

~~After~~No later than twenty (20) days after execution of this Subcontract by ARTIST and Contractor and receipt of payment for Execution, ~~but no later than _____, 2023,~~ ARTIST shall deliver to Contractor (a) a detailed schedule of milestones for completion of the Fabrication File Phase and an estimated Fabrication and Installation Phase schedule consistent with the requirements set forth in **Exhibit A and Exhibit B** hereto for review and approval by Contractor; and (b) ARTIST certificates of insurance documenting compliance with the requirements of **Exhibit D**.

1. Preliminary fabrication information, including but not limited to (a) the ~~Artwork's~~Pavilion Shell's, color(s), material(s), method of attachment, support-related components, and location on the Site, and (b) drawings, specifications, and any other construction documents (as applicable) for the ~~Artwork~~Pavilion Shell, with the understanding that some information may require revision once a fabricator / installer is engaged during the Fabrication and Installation Phase;

.1 A preliminary timeline for completion of the Fabrication and Installation Phase;

.2 All preliminary maintenance recommendations for the ~~Artwork~~Pavilion Shell, including but not limited to expected aging of work, maintenance materials and schedule, and instructions for physical removal from the Site.

2. In preparing the fabrication files, ARTIST shall:

.1 Conduct a review of all documents provided by the Contractor, including site surveys, ~~geo-technical~~geotechnical surveys, as-built information and any other drawings or information submitted as may be necessary to ensure that the existing Site conditions, dimensions, and substrates will support and are otherwise suitable for installation of the ~~Artwork~~Pavilion Shell. ARTIST is entitled to rely on the accuracy and completeness of all documents and information received. ARTIST's submission of the fabrication files constitutes a representation and warranty that such a review of Contractor submitted material has been made by ARTIST and that ARTIST has, by careful examination, satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, and the character of equipment and facilities needed preliminary to and during the prosecuting of the Work as was available and ~~in~~ received at the time of review. ARTIST further warrants that the Total Compensation (defined herein) is just and reasonable compensation for all the Work, including all foreseen (and excluding unforeseen) risks, hazards, and difficulties in connection therewith, unless stated otherwise in this Subcontract.

.2 Attend collaborative and/or public meetings, and meet with Contractor, the District, the City, the DIA and/or others in Jacksonville, as may be reasonably requested by Contractor;

.3 Be available to meet via videocall and otherwise confer with Contractor, the District, and/or their designees (including but not limited to the City and the DIA) as requested by Contractor, to review and discuss ~~Artwork~~Pavilion Shell components, materials, methods of fabrication and installation, project schedule and cost, maintenance methods, and other aspects of the ~~Artwork~~Pavilion Shell;

.4 Confer with appropriate City departments, as necessary, for details of requirements under City purview, which may include requirements relating to engineering, permitting, substrate verification, or traffic and parking control, among others;

.5 Have prepared and completed schematic engineering analysis and identified ARTIST's subcontractors for necessary engineering of the project; and

.6 Comply with the requirements of **Exhibit A**.

2.4 **Fabrication and Installation Phase.**

1. ARTIST shall:

.1 Prior to commencing the Fabrication and Installation Phase Work, provide to Contractor certificate(s) of insurance documenting that ARTIST's Subcontractors have obtained the insurance required under this Subcontract.

.2 Fabricate, deliver, and install the ~~Artwork~~Pavilion Shell in full accordance with the terms of this Subcontract and the Approved Design Proposal, and provide:

- A list of any Site Preparation measures, including but not limited to, removal of signage, surface preparation, landscape removal, exterior lighting, electricity supply and costs, sidewalk permits, street and parking meter closure obligations, for which ARTIST will not be responsible ("**Site Preparation**");

- ~~If the~~All cost of or responsibility for any Site Preparation are proposed to be borne by entities other than ARTIST (e.g., Contractor, the City, the DIA, JEA, etc.); ~~proof that such entities have agreed to cover such costs shall be coordinated between Contractor, ARTIST, and the entity proposed to be responsible for such (e.g., Contractor, the City, the DIA, JEA, etc.);~~

- Submit the Public Art Catalogue Form in the format attached hereto as **Exhibit C** prior to Final Acceptance;

2. Except for any Site Preparation that is expressly set forth in the Approved Design Proposal or otherwise provided by this Subcontract, all Site Preparation and other measures required solely in connection with the fabrication and/or installation of the ~~Artwork~~Pavilion Shell shall be the responsibility of ARTIST. Without limitation, ARTIST shall be responsible for the following to the extent not expressly set forth as a responsibility of Contractor in the Approved Design Proposal or this Subcontract:

.1 Furnishing all labor, materials, equipment, supervision, and other items required for the fabrication and installation of the ~~Artwork~~Pavilion Shell in accordance with the Approved Design Proposal including engineering of the ~~Artwork and shallow foundation~~Pavilion Shell, excluding any

engineering. Site Preparation, labor, materials and construction of shallow foundations and, if necessary, design, engineering and construction of any type of deep foundation;

.2 Delivering any reasonably necessary ~~stamped~~ engineering report, ~~including those requested by Contractor, the District, or the City~~ that is signed and sealed by a Professional Engineer licensed in Florida required for permitting;

.3 Assist Contractor with obtaining any required permits or other governmental approvals;

.4 Safe storage of the ~~Artwork~~Pavilion Shell and all related equipment, materials, and component parts prior to installation and completion of the ~~Artwork~~Pavilion Shell. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Site by ARTIST. After equipment is no longer required for the Work, it shall be promptly removed from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of ARTIST unless otherwise specified in writing signed by both Parties. ARTIST shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the Site of the Work and all adjacent areas;

.5 Keeping the Site premises free from waste materials and rubbish; and

.6 At the completion of the installation of the ~~Artwork~~Pavilion Shell, removal of any waste materials, rubbish, tools, equipment, machinery, spilled or excess paint or materials from the Site attributable to ARTIST, or the ~~Artwork~~Pavilion Shell.

3. In performing the Work, ARTIST shall take all reasonable measures to minimize disruption to Contractor, the District, and the City, including, without limitation, the following:

.1 Obtaining approval of Contractor prior to delivering or commencing installation of the ~~Artwork~~Pavilion Shell.

.2 Coordinating with Contractor the dates and times needed for ARTIST to access the Site for delivery and installation of the ~~Artwork~~Pavilion Shell;

.3 ARTIST or ARTIST's authorized agent being present at the Site during the installation process for the ~~Artwork~~Pavilion Shell, unless approved otherwise in writing by Contractor;

.4 Completing the delivery and installation of the ~~Artwork~~Pavilion Shell as per the approved ~~Schedule~~Schedules reflected in Exhibit A and Exhibit B; and

.5 Working in a manner and time so as not to interfere with Contractor and public and/or other construction activities at the Site.

4. Public Art Catalogue Form. At the completion of the installation of the ~~Artwork~~Pavilion Shell, ARTIST shall deliver to Contractor a complete and accurate Public Art Catalogue Form in the format attached hereto as **Exhibit C**.

5. **Inspections.**

.1 During the Fabrication and Installation Phase, the Contractor, the District, the City, the DIA, and their respective designees, may access and conduct inspections of the ~~Artwork~~Pavilion Shell and the Work for any lawful purpose, including but not limited to determining compliance with the terms of this Subcontract and confirming completion status, provided that no such inspections or right to inspect shall create any duty on the part of any inspecting party or entity to discover or determine non-compliance by ARTIST or otherwise relieve ARTIST of any liability for any such non-compliance.

.2 During the Fabrication and Installation Phase, but before delivery or installation, upon Contractor request and also when the ~~Artwork~~Pavilion Shell is substantially complete, ARTIST shall provide to Contractor for review photographs and such other representations and descriptions of the fabricated ~~Artwork~~Pavilion Shell and portions thereof as Contractor may reasonably request, that accurately depict ARTIST's progress in completing the ~~Artwork~~Pavilion Shell. Contractor's confirmation of receipt of such materials indicating that the ~~Artwork~~Pavilion Shell is substantially complete shall be known as the **"Substantially Complete Confirmation Materials"**.

.3 Upon substantial completion of the installation of the ~~Artwork~~Pavilion Shell as provided in Exhibit A (the "Substantial Completion"), ARTIST shall notify Contractor and schedule an inspection by ARTIST, Contractor ~~(and/or its designees, which may include, without limitation, the District, and a representative of the City, and the/or DIA)~~, Contractor shall identify ("Inspection"). In connection with such Inspection, any deficiencies in the Artwork and report the same to ARTIST in a Pavilion Shell identified by the ARTIST, Contractor, District, or representative of the City and/or DIA shall be compiled into a single report (an "Inspection Report") and provided to the ARTIST. ARTIST shall take steps to correct any such noted deficiencies within ten (10) business days thereafter or such longer period of time as ~~allowed~~consented to by Contractor in writing which consent shall not be unreasonably withheld. Upon correction of such deficiencies, ARTIST shall deliver the Public Art Catalogue Form (as applicable) and notify Contractor that the ~~Artwork~~Pavilion Shell is ready for re-inspection. Contractor shall re-inspect the ~~Artwork~~Pavilion Shell within ~~fifteen~~ten (~~15~~10) business days after receipt of such notice. If Contractor determines that all deficiencies have not been corrected, Contractor will provide at least one updated Inspection Report to ARTIST identifying any remaining deficiencies and a deadline within which to address the same. ARTIST shall promptly submit written notification of ARTIST's correction of all deficiencies noted by Contractor, and Contractor will schedule a final inspection.

~~.4~~ Letter of Acceptance: If Contractor ~~determines~~and ARTIST determine that the ~~Artwork~~Pavilion Shell and the installation thereof is completed in accordance with this Subcontract and the immediately preceding subsection, Contractor shall issue a Letter of Acceptance.

ARTICLE 3

STANDARDS FOR WORK

3.1 ARTIST shall perform the Work in accordance with standards of care, skill, training, diligence, and judgment provided by professionals who perform work of a similar nature.

3.2 In performing ARTIST's obligations under this Subcontract, ARTIST shall comply with (a) all applicable federal, state and local laws, rules and regulations as the same exist or as may be amended from time to time, including, but not limited to the Public Records Law, F.S. Ch. 119, and Section 286.011, Florida Statutes (the Florida Sunshine Law),~~—~~ and (b) all applicable provisions and requirements of the

~~Primary Contract, the Redevelopment Agreement, and the Disbursement Agreement~~[General Conditions and Supplementary Conditions which apply to subcontractors therein](#), unless stated otherwise in this ~~agreement and Article 11.3~~[Subcontract. In the event of any conflict between the terms of this Subcontract and the General Conditions and Supplementary Conditions, this Subcontract shall control.](#)

3.3 ARTIST shall, at ARTIST's sole expense, secure the services of appropriately licensed engineers, and/or any other professional(s) as necessary in order to obtain all licenses and approvals required to perform its obligations under this Subcontract. All such engineers, and/or any other professional(s) shall be identified by ARTIST.

3.4 ARTIST shall not engage or continue to employ, any subcontractor or materialman or any other third party who may be reasonably objectionable to Contractor, the District, the City, or the DIA.

3.5 **No Lien Rights.** ARTIST agrees that the District is a local unit of special purpose government, and the City is a municipal corporation, and that neither is an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the District or the District's property, or as against the City or the City's property, there are no lien rights available to any person providing materials or services for improvements in connection with the Project. In the event that any liens are claimed in connection with this Subcontract, ARTIST shall within ten (10) days transfer or otherwise discharge any such liens and further indemnify the District and the City from and against any claims, suits, demands, losses, costs, and expenses, including reasonable attorney fees, arising out of or in connection with any such liens.

3.6 Time is of the essence for all performance required under this Subcontract. ARTIST shall complete all Work in compliance with the Schedule and so as to meet the milestones established pursuant to this Subcontract. Notwithstanding the foregoing, ARTIST shall be entitled to an equitable ~~extension of adjustment in~~ such time frames, schedules ~~and~~, milestone deadlines, [and reasonable substantiated costs \("Change Orders"\)](#) to the extent that ARTIST's performance is unforeseeably and unavoidably delayed by cause(s) outside ARTIST's control, such as but not limited to delays that may result from labor strikes, riots, acts of war, acts or threats of terrorism, acts of governmental authorities, extraordinary weather conditions, pandemics, epidemics or other natural catastrophe, or any other cause beyond the reasonable control of either party or is delayed due to action or inaction on behalf of Contractor and/or the City [or any other permitting agency](#), provided that (a) ARTIST complies with the notice requirements of this Subcontract, (b) any such extension shall be effective only if it is in writing and signed by Contractor, [\(c\) such equitable adjustments is permitted pursuant to General Conditions of the Primary Contract, including but not limited to Section 4.05 therein, and \(d\) consented to by the District and Developer.](#) Similarly, Contractor's reasonable delay in performance shall be excused where attributable in whole or in part to cause(s) outside Contractor's reasonable control.

ARTICLE 4

TERMINATION

4.1 **Termination for Convenience.** Contractor may terminate this Subcontract at any time, without cause, upon ten business days prior written notice to ARTIST.

4.2 **Termination for Cause.**

1. Either party may terminate this Subcontract for cause if the other party materially breaches this Subcontract and fails within a ten (10) business day period after notice from the terminating party to commence and continue prompt and diligent correction of the breach.

2. In addition, Contractor may terminate this Subcontract for cause, and without the foregoing notice and cure period, in any of the following events:

.1 ARTIST fails to comply with the schedules and milestones set forth in the Schedule, except as a result of Force Majeure or delays where equitable extensions are granted in accordance with this Subcontract;

.2 ARTIST is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes;

.3 ARTIST has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

.4 ARTIST has failed to implement corrective action for audit deficiencies within a reasonable timeframe and upon reasonable notice by Contractor; or

.5 Any other event specified in this Subcontract as grounds for a termination for cause.

4.3 **Effect of Termination.**

1. Payment:

.1 In the event this Subcontract is terminated by Contractor without cause or by ARTIST for cause, ARTIST shall be entitled to (a) all amounts due to ARTIST under this Subcontract for work completed prior to the effective date of termination and (b) any demobilization and other such additional costs reasonably and necessarily incurred by ARTIST, in Contractor's discretion, as a result of the early termination, said amount(s) being in full satisfaction of all of Contractor's payment and other obligations under this Subcontract.

.2 In the event this Subcontract is terminated by Contractor for cause:

(a) ARTIST shall ~~not~~ be entitled to ~~any additional payment~~ all amounts due to ARTIST under this Subcontract for work completed prior to the effective date of termination;

~~(b)~~ In the event the Artist becomes incapacitated or dies prior to Final Acceptance, such event shall not be a breach of this Subcontract, but for purposes of payment and rights in ~~Artwork~~ Pavilion Shell, shall be treated in accordance with the provisions applicable to termination by Contractor without cause.

ARTICLE 5 **COMPENSATION**

5.1 **ARTIST Compensation.**

1. Within ~~ten~~five (~~10~~5) business days after execution of this Subcontract by both Parties, Contractor shall pay ARTIST the sum of said Fifty-Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$52,250.00), which represents compensation for Milestone 1 less retainage.
2. Thereafter, Contractor shall pay ARTIST the amounts identified in the **Exhibit BA** - Payment Schedule, as due upon completion of the applicable milestones identified therein, subject to and in accordance with the process outlined in subsection ~~6.25.2~~ below.
3. Any provisions in this Subcontract to the contrary notwithstanding, the total compensation paid to ARTIST in connection with this Subcontract shall **not exceed** One Million Dollars and Zero Cents (\$1,000,000.00) (the "Total Compensation"), except as stated in Article 2.2 of this Agreement.
4. ARTIST expressly understands and agrees that the foregoing payments are the total amounts payable to ARTIST under this Subcontract and must cover all of the Work to be performed by ARTIST or any subcontractor on ARTIST's behalf, all vendors, including two site visits, one of which shall coincide with the unveiling ceremony, insurance, delivery and all other costs and expenses. Budget excludes ~~Artwork~~Pavilion plaque and any other travel costs; all additional travel costs shall be reimbursed as per **Exhibit BA**.

5.2 **Method of Billing and Payment.**

1. Payment Applications.

.1 Progress Payment Applications. Within fifteen (15) days after the completion of each milestone in the Payment Schedule for which ARTIST seeks payment (except for final payment), ARTIST shall submit to Contractor a progress payment application, which shall be in the form of a numbered invoice and shall identify all milestones completed by ARTIST, the milestone for which payment is sought, the date ARTIST completed the milestone for which payment is sought, the amount previously paid by Contractor for Work under this Subcontract, and the amount sought by ARTIST in the payment application.

.2 Final Payment Application. Within forty-five (45) days of the completion of the installation of the ~~Artwork~~Pavilion Shell and all Work required under this Subcontract, including any items listed in an Inspection Report issued in accordance with subsection 2.4.5.3 above, ARTIST shall submit a final payment application, which shall clearly identify that it constitutes ARTIST's final payment application in connection with the ~~Artwork~~Pavilion Shell, identify the amount previously paid to ARTIST on account of the Work and the ~~Artwork~~Pavilion Shell, and the amount ARTIST seeks as final payment, and include the following

- (a) A sworn, notarized Certificate that the ~~Artwork~~Pavilion Shell has been installed in full accordance with the terms of this Subcontract or identifying any variations from the terms of this Subcontract;
- (b) A certification of payment to subcontractors and suppliers in the form of **Exhibit E**, indicating payment for all services, labor, and materials furnished in connection with the ~~Artwork~~Pavilion Shell through the time of submittal of the Final Payment Application; and

(c) Final Public Art Catalogue form.

.3 All payment applications shall be submitted via email to Contractor at ~~_____ or:~~ apus@uccgroup.com; gduthie@uccgroup.com, or via US mail to:

~~_____~~ [UCC Group Inc](#)
~~_____~~ [7380 Sandlake Rd, Suite #500](#)
~~_____~~ [Orlando Florida 32819](#)
~~_____~~
Attn: ~~_____~~ [Graham Duthie](#)

2. Payments.

.1 If a payment application meets the requirements of this Subcontract and payment is otherwise due to ARTIST, payment shall be made within thirty (30) days after Contractor's receipt of the payment application.

.2 If a payment application does not meet the requirements of this Subcontract, Contractor will reject the payment request or invoice within ~~twentyfive~~ [\(205\)](#) business days of receipt. The rejection will be written and specify the deficiency and the action necessary to make the payment application proper. If a corrected payment application is then submitted, the corrected payment application will be paid or rejected within ten (10) business days after the date the corrected payment request or invoice is received; [provided however, in no event shall payment be required sooner than thirty \(30\) days after Contractor's receipt of the original payment application.](#)

.3 In addition, Contractor may withhold payment otherwise due, or pursue any and all other available legal remedies, on account of any of the following:

- (a) Defective Work not remedied,
- (b) Third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to Contractor is provided;
- (c) Failure of ARTIST to make payments properly to subcontractors or suppliers; [or](#)
~~(d) Reasonable evidence that ARTIST's obligations or the Work cannot be completed for the unpaid balance under this Subcontract;~~
~~(e) that the unpaid balance is insufficient to cover related damages to Contractor; or~~
[\(d\)](#) ~~(f)~~ Failure to carry out ARTIST's obligations or the Work in accordance with this Subcontract.

.4 Contractor shall make payments to ARTIST in accordance with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes ("Payment Act"), including but not limited to the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes. Additionally, ARTIST shall make payments due to any subcontractor or materialman or any other third party within ten (10) days in accordance with the prompt payment provisions

contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. To the extent anything in this Subcontract is deemed inconsistent in any way with the Payment Act, the Payment Act shall control, and this Subcontract shall be construed to allow for the maximum amount of time allowable under the Payment Act in order for Contractor to review any punch lists and make payment.

.5 Pursuant to Section 255.078, Florida Statutes, Contractor may withhold from each payment made to ARTIST an amount not exceeding 5 percent of the payment as retainage. Five percent of the Total Compensation may be retained by Contractor until Final Acceptance.

3. Payment will be made to ARTIST as follows (or as otherwise directed by ARTIST in writing to Contractor):

THEVERYMANY, LLC

124 State Street, #3
Brooklyn, NY 11201

Attn: _____Marc Fornes

Email Address: _____claudia@theverymany.com, marc@theverymany.com

Phone: _____917-470-9971

4. As a condition precedent to payment, ARTIST shall provide its federal identification number on a W-9 form provided by Contractor upon signing and returning this Subcontract.

5. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes.

6. ARTIST shall have the right to hold all Work if payment is not received within ~~thirty (30) days of submission of Payment Application~~the time periods as provided in this Article 5. ARTIST shall restart Work once payment is received and ARTIST's Schedule shall be substantiated and adjusted accordingly.

5.3 Acceptance of final payment by ARTIST shall constitute a waiver of claims by ARTIST arising out of or in connection with this Subcontract, except those previously noticed in writing in accordance with this Subcontract and identified as unsettled at the time of ARTIST's final payment application.

ARTICLE 6

INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 **Indemnification.** To the fullest extent permitted by Laws and Regulations (as defined in the Primary Contract), and in addition to any other obligations of ARTIST under the Subcontract or otherwise, and for breach of Subcontract, ARTIST shall indemnify, hold harmless, and defend Contractor and Indemnitees (as defined in the Primary Contract) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent, reckless, or intentionally wrongful acts or omissions of ARTIST, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work. In the event that any indemnification, defense or hold harmless provision of this Subcontract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by

Florida law and for the benefit of Contractor and Indemnitees. ARTIST shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees.

6.2 **Limitation of Liability.** The total liability of ARTIST arising under, in connection with, or out of this Subcontract, whether in contract, tort, or any legal theory of recovery, shall be limited to the greater of any available and applicable insurance limits under EXHIBIT D of this Subcontract or ~~\$800,000.00~~ ~~(Eight~~400,00.00 (Four) Hundred Thousand Dollars and No Cents). The Parties agree that, pursuant to Section 725.06, Florida Statutes (to the extent applicable), this monetary limitation bears a reasonable commercial relationship to the contract and was part of the project specifications. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST BUSINESS OPPORTUNITY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS SUBCONTRACT. THIS PROVISION IN NO WAY WAIVES OR LIMITS THE SOVEREIGN IMMUNITY GRANTED TO THE DISTRICT, THE CITY, AND/OR THE DIA UNDER THE FLORIDA CONSTITUTION AS CODIFIED IN SECTION 768.28, FLORIDA STATUTES, AS AMENDED.

ARTICLE 7 **INSURANCE**

7.1 ARTIST's insurance obligations are set forth in **Exhibit D**, which is attached and incorporated herein, and ARTIST shall comply therewith.

ARTICLE 8 **WARRANTIES**

8.1 **Original Art.** ARTIST warrants and represents to Contractor and the District that the ~~Artwork~~Pavilion Shell being fabricated and installed is the original product of ARTIST's own creative efforts, is original and not copied from any other work, is the result of ARTIST's own creative efforts and the ~~Artwork~~Pavilion Shell exists only in a single edition.

8.2 **Warranty of Quality.** ARTIST warrants and represents to Contractor and the District that the ~~Artwork~~Pavilion Shell shall be free of defects in material and workmanship, including without limitation any defects consisting of "inherent vice" or qualities accelerating the deterioration of the ~~Artwork~~Pavilion Shell, and that ARTIST shall correct, at ARTIST's expense, any such defects which appear within a period of one (1) year from Final Acceptance of the ~~artwork~~Pavilion Shell or completion of any repairs under this section, as applicable, provided that the ~~artwork~~Pavilion Shell has been maintained as per the ARTIST's Maintenance Manual. The warranties described above exclude damage caused by fire, smoke, extraordinary weather conditions, natural catastrophe, abuse, vandalism, modification, relocation, improper or insufficient maintenance, improper operation, or normal wear and tear.

8.3 **Warranty of Non-Toxic/Safety.** ARTIST warrants and represents to Contractor and the District that the materials, means and methods of installation, and other such qualities of the ~~Artwork~~Pavilion Shell as installed, are safe and not toxic or harmful to human health and/or the environment.

8.4 **Materials/No Liens.** ARTIST warrants and represents to Contractor and the District that all materials used will be new unless otherwise specified as repurposed material in the Approved Design Proposal. ARTIST shall deliver the ~~Artwork~~Pavilion Shell to the District and the City, and the title thereto to the City, free and clear of any liens, including, without limitation, mechanics, supplier, and subcontractor liens.

8.5 **Intellectual Property Warranty.** ARTIST warrants and represents to Contractor and the District that the Work and/or the ~~Artwork~~[Pavilion Shell](#) will not infringe upon or violate the rights of others, including, without limitation, the copyright, trademark, trade secret, patent or other intellectual property rights of others, the privacy or right of publicity of others, or contain any material that is defamatory. ARTIST further agrees that the ~~Artwork~~[Pavilion Shell](#) shall not utilize any material in which another person has any intellectual property rights unless ARTIST first secures permission from the Contractor to include such material, obtains all necessary written permission from the property owner, and provides Contractor with all requested documentation identifying the material and the permission. In addition, if ARTIST uses or intends to use any third party-owned material, process or procedure in connection with the ~~Artwork~~[Pavilion Shell](#), ARTIST shall disclose (clearly identify and mark as third party-owned material) such material in the Design Proposal.

8.6 **Warranty of Authorization.** ARTIST warrants and represents to Contractor and the District that ARTIST possesses full power to enter into this Subcontract and to convey the rights herein granted to the District and the City without the consent of any third party.

ARTICLE 9

RIGHTS IN ~~ARTWORK~~PAVILION

9.1 All design documents, models, calculations, information, and other materials prepared by ARTIST for ~~this project~~[the Pavilion](#), in physical and/or electronic form, are “**Instruments of Service**”. ARTIST shall be deemed the author and owner of the Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights and patent rights. ARTIST grants to the District and City a non-exclusive license to reproduce ARTIST’s Instruments of Service solely for purposes of [design, permitting, constructing, using, operating,](#) and maintaining the ~~Artwork~~[Pavilion](#), provided that the Contractor is not in default of its payment obligations under this Subcontract. Any termination of this Subcontract prior to completion of the Work shall terminate this license.

[9.2 Provided that the Contractor and Kasper substantially perform their obligations under this Subcontract and provided that it is agreed by all parties that any required changes to the Pavilion drawings and/or specifications shall be prepared by the Artist under Kasper’s responsible supervising control in accordance with Florida law, including but not limited to Fla. Stat. Section 481.221, Artist grants to \(i\) the Contractor a non-exclusive, revocable license to reproduce Artist’s Instruments of Service solely for purposes of permitting the Pavilion and constructing the Restroom and Storage Facilities and Slab Foundation, and \(ii\) Kasper a non-exclusive, revocable license to reproduce Artist’s Instruments of Service solely to provide architect of record and engineering services for the Restroom and Storage Facilities, engineering design for the Slab Foundation, permitting the Pavilion, and constructing the Restroom and Storage Facilities and Slab Foundation. Any termination of this Subcontract prior to completion of the Work shall terminate these licenses.](#)

~~10-29.3~~ Notwithstanding anything to the contrary in this Article ~~109~~, this Subcontract, or any other agreements relating to the ~~Artwork~~[Pavilion](#), the District and City’s license as denoted herein does not include or extend to the District, and City grant of a license or permission in any form whatsoever to any contractors, subcontractors, fabricators, consultants or other Project participants to make or use any photographs, drawings, films, videos or any other graphic or visual representation of the ~~Artwork~~[Pavilion](#). In this regard, the District, and City may not grant any such license or permission unless it obtains ARTIST’s prior written consent. ARTIST has the right to publicize the ~~Artwork~~[Pavilion](#) and its location in ARTIST’s promotional, publicity and marketing materials, lectures, and presentations.

~~10.39.3~~ ARTIST retains all reproduction rights afforded by the Copyright Act of 1976, as currently codified and amended, and any other reproduction rights in and to the ~~Work~~Pavilion except as limited in this Agreement.

9.4 ARTIST may not make any additional exact duplicate or three-dimensional scale reproductions of the ~~Artwork~~Pavilion, and may not grant permission to do so to any third parties except with the prior written permission of the District.

9.5 For avoidance of doubt, ARTIST acknowledges that upon completion of the Pavilion and Artist's receipt of final payment as per Exhibit A and installation of Artist Plaque, the title to the Pavilion shall ultimately pass to the City (by way of the District). ARTIST acknowledges and consents that the ~~Artwork~~Pavilion may become an integral part of or may be affixed to the architecture of the Site or portions thereof, and acknowledges and consents that installation, affixation and/or integration of the ~~Artwork~~Pavilion may subject the ~~Artwork~~Pavilion to future removal, destruction, distortion, mutilation or other modification, including, without limitation, in connection with its removal and/or the renovation, destruction, or redevelopment of the applicable building, structure, or site or change of use thereof.

9.6 ARTIST expressly agrees that the District and/or the City and their designees shall have the right to remove, relocate, de-accession, sell, repair, modify, and/or destroy the ~~Artwork~~Pavilion without liability to ARTIST or ~~others~~ARTIST's consultants or subcontractors, provided that ~~if~~ ARTIST has completed the ~~Artwork~~Pavilion in accordance with this Subcontract:-.

9.7 Except as expressly stated otherwise in this Subcontract, to the fullest extent permitted by law, ARTIST's and the ~~Artist's~~ARTIST's rights under the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. §106A, are hereby waived.

ARTICLE 10

ARTIST CREDIT

10.1 ~~Provided ARTIST completes the Artwork~~No later than Final Acceptance of the Pavilion Shell in accordance with this Subcontract:

1. Contractor shall, at the District's expense, prepare and install a plaque or sign at the Site identifying ARTIST, the title of the ~~Artwork~~Pavilion, and the year of completion. ARTIST shall have the right to review and approve the text and design of the plaque.

2. Any reproduction of the Pavilion made by the District, City, and/or Artist will contain credits in the following substantial form:

Pavilion (TITLE to be determined):

Amphitheater/Pavilion by MARC FORNES / THEVERYMANY

Restrooms and Storage Facility Architect of Record: kasper architects + associates

Site Civil Engineering: Kimley-Horn and Associates, Inc.

Commissioned by the District Community Development District

Owned by the City of Jacksonville

~~2. Any reproductions of the Artwork made by the District and/or the City will credit ARTIST and will contain a copyright notice substantially in the form "Copyright [or ©] 20__ MARC FORNES / THEVERYMANY. All Rights Reserved." Any reproductions of the Artwork made by ARTIST will credit the District and the City and will contain a notice in the form "An original work~~

~~commissioned by The District Community Development District," unless otherwise agreed to by the District, DIA, and the City.~~

3. If the District or the City intentionally and significantly modifies the ~~Artwork~~Pavilion as installed after Final Acceptance (and not as a result of the passage of time, effect of the elements, or maintenance or non-maintenance), and ARTIST in good faith believes that the ~~Artist's~~ARTIST's reputation may be materially harmed thereby, ARTIST shall contact the District and the City, and ARTIST shall discuss in good faith how the ~~Artwork~~Pavilion may be repaired or corrected to ARTIST's reasonable satisfaction. If the District, the City, and ARTIST cannot agree on corrections or repairs to be made, or if corrections or repairs are agreed upon but not made within a reasonable period of time, ARTIST may request removal of the ~~Artist's~~ARTIST's name from the plaque or sign, in which event such name shall be removed reasonably promptly thereafter from the plaque or sign, as ARTIST's sole remedy for any modification of the ~~Artwork~~Pavilion under this Subcontract.

ARTICLE 11
MISCELLANEOUS
ARTICLE 12

11.1 ~~**12.1**~~ **Public Records; Confidentiality.**

1. ARTIST understands and agrees that all documents of any kind provided to Contractor in connection with this Subcontract may be public records, and, accordingly, ARTIST agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. ARTIST acknowledges that the designated public records custodian for the District is Craig Wrathell ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, ARTIST shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Subcontract term and following the Subcontract term if ARTIST does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Subcontract, transfer to the District, at no cost, all public records in ARTIST's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by ARTIST, ARTIST shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. **IF ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUBCONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT, c/o CRAIG WRATHELL, ~~WARTHELL~~WRATHELL, HUNT & ASSOCIATES, LLC, WRATHELLC@WHHASSOCIATES.COM, (877) 276-0889, 2300 ~~glades road,~~ ~~suite~~GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.** ARTIST shall also, by written contract, require its subcontractors to agree to all the requirements and obligations contained in this section. ARTIST and each of its subcontractors performing Work under this Subcontract shall (a) maintain and retain and make available at reasonable times, for examination and audit by the District and the City, financial records, supporting documents, statistical records, and any other documents pertinent

to this Subcontract and the Work for the required retention period of Chapter 119, Florida Statutes, if applicable, or for five (5) years after termination of this Subcontract, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the applicable retention period, the books, records, and accounts shall be retained until resolution of the audit findings.

2. As used herein, "Confidential Information" means all confidential information disclosed by ~~a~~ one party to this Subcontract to the other party of this Subcontract and/or the District whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. To the extent permitted by law, all Confidential Information shall be considered trade secrets in accordance with Section 815.04, Florida Statutes, and Section 812.081, Florida Statutes, and as such shall be confidential and exempt from Section 119.07(1), Florida Statutes. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without a duty of confidentiality or a breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without a duty of confidentiality or a breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without use of or access to the receiving party's Confidential Information. Each will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose, make available, or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law (including, but not limited to, Section 119.07, Florida Statutes to the extent Confidential Information is not otherwise exempt from such requirements) to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

11.2 ~~12.2~~ **Policy of Non-Discrimination.** In conformity with the requirements of Section 126.404, Ordinance Code, ARTIST represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Subcontract. ARTIST agrees that, on written request, to the extent not prohibited by privacy laws or other laws, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the Ordinance Code, provided however, that ARTIST shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written or any employee files. ARTIST agrees that, if any of its obligations to be provided pursuant to this Subcontract are to be performed by a subcontractor, the provisions of this paragraph shall be incorporated into and become a part of the subcontract.

11.3 ~~12.3~~ **Public Entity Crimes.** Pursuant to the requirements of Section 126.104, City of Jacksonville Ordinance Code, and Section 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or

reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ARTIST represents that in entering into this Subcontract, neither ARTIST, nor any of its subcontractors or suppliers, has been placed on the convicted vendor list within the last 36 months and, in the event that ARTIST, or its subcontractors or suppliers, is placed on the convicted vendor list, ARTIST shall immediately notify Contractor whereupon this Subcontract may be terminated in whole or in part by Contractor for cause.

11.4 ~~12.4~~ **Discriminatory Vendor List.** ARTIST represents that neither it nor ~~the Artist~~ any of its subcontractors or suppliers has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. Contractor may terminate this Subcontract effective immediately, without any further obligation to ARTIST, upon learning that such representation is false or if ARTIST or the Artist or any of ARTIST's contractors, officers or employees providing services or any of the Work in connection with this Project, is placed on the discriminatory vendor list.

11.5 ~~12.5~~ **Independent Contractor.** ARTIST is an independent contractor under this Subcontract and shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Subcontract. ARTIST shall not have the right to bind the District or the City to any obligation not expressly undertaken by Contractor, the District, or the City under this Subcontract.

11.6 ~~12.6~~ **Third Party Beneficiaries.** The Parties acknowledge that there are no third party beneficiaries to this Subcontract, except for the Developer, ~~Preston Hollow Capital LLC ("PHC")~~ PHCC, the District, U.S. Bank National Association as the District's bond trustee, the City, and the DIA, which in addition to Contractor shall have the right to enforce all warranties, insurance, indemnification, and other provisions of this Subcontract.

11.7 ~~12.7~~ In the event ARTIST encounters any condition, event, or other circumstance of any type that ARTIST contends entitles ARTIST to a Change Order for an equitable extension of the time for performance under this Subcontract or to additional compensation or payment in connection with this Subcontract, ARTIST shall, within ten (10) business days of encountering same, serve written notice on Contractor identifying the condition, event, or circumstance and the existence and nature of ARTIST's claim in connection therewith ("**Initial Claim Notice**"). Within ten (10) business days of serving an Initial Claim Notice, ARTIST shall submit to Contractor, in writing, the specific relief sought with substantiating information and data ("**Claim Substantiation**"). In the event that the underlying event, circumstance, or other condition is continuing, ARTIST shall note this in the Claim Substantiation and provide follow-up information to Contractor promptly upon written request and/or upon conclusion of the underlying event, circumstance, or other condition. Non-compliance with this section shall constitute a waiver of any claim as identified herein. ARTIST shall continue diligent performance under this Subcontract during resolution of any claims arising out of or in connection with this Subcontract.

11.8 ~~12.8~~ **Exemption from competitive solicitation.** As single source artistic services, ARTIST's Services are exempt from competitive solicitation requirements pursuant to District Rule of Procedure 3.5(3), Sec. 126.107(a), Ordinance Code, and Section 287.057(3)(e), Florida Statutes.

11.9 ~~12.9~~ **Notices Generally.** In order for a notice to a party to be effective under this Subcontract, notice must be delivered in writing in person, which notice shall be effective upon receipt, or the notice may be sent via email with a contemporaneous copy thereof sent via U.S. first class mail, postage prepaid, in each case to the recipients/addresses set forth below and shall be effective upon mailing of the first class notice. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with these procedures.

FOR CONTRACTOR: UCC Group, Inc.
7380 Sand Lake Rd., Suite 500
Orlando, Florida 32819
ATTN: Pat DiPaolo

With CC to: District Community Development District
c/o Kimley-Horn and Associates, Inc., District Engineer
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258
Attn: William J. Schilling Jr., P.E.
Email Address: bill.schilling@kimley-horn.com

With CC to: Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
Attn: Sarah Sandy
Email Address: sarah.sandy@kutakrock.com

FOR ARTIST: THEVERYMANY, LLC
124 State Street, #3
Brooklyn, NY 11201
Attn: Marc Fornes
Email Address: claudia@theverymany.com ;
marc@theverymany.com

11.10 ~~12.10~~ **Assignment and Performance.**

1. Neither this Subcontract nor any right or interest or obligation herein may be assigned, transferred, subcontracted, or encumbered by ARTIST without the prior written consent of Contractor.

11.11 ~~12.11~~ **E-Verify Requirements.**

1. ARTIST shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, ARTIST shall register with and use the United States Department of Homeland Security's E-Verify system to verify the

work authorization status of all newly hired employees. Contractor may terminate this Subcontract immediately for cause if there is a good faith belief that ARTIST has knowingly violated Section 448.091, Florida Statutes.

2. If ARTIST anticipates entering into a subcontract with a subcontractor for the Work, ARTIST will not enter into said subcontract without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ARTIST shall maintain a copy of such affidavit for the duration of this Subcontract and provide a copy to Contractor upon request.

3. In the event that Contractor has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but ARTIST has otherwise complied with its obligations hereunder, Contractor shall promptly notify ARTIST. ARTIST agrees to immediately terminate the agreement with the subcontractor upon notice from Contractor. Further, absent such notification from Contractor, ARTIST or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

4. By entering into this Subcontract, ARTIST represents that no public employer has terminated a contract with ARTIST under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Subcontract.

11.12 ~~12.12~~ **Waiver of Breach.** The failure of either party to enforce any provision of this Subcontract shall not be deemed a waiver of such provision or modification of this Subcontract. A waiver of any breach under this Subcontract shall not be deemed a waiver of any subsequent breach.

11.13 ~~12.13~~ **Severability.** In the event any part of this Subcontract is found to be unenforceable by any court of competent jurisdiction, such provision(s) shall be given the nearest permissible meaning to that stated herein. If no such meaning can be given, such provision(s) shall be severed from this Subcontract. In either event, the balance of this Subcontract shall remain in full force and effect.

11.14 ~~12.14~~ **Joint Preparation.** This Subcontract has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

11.15 ~~12.15~~ **Headings and Interpretation.** The headings contained in this Subcontract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Subcontract. All personal pronouns used in this Subcontract shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Subcontract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

11.16 ~~12.16~~ **Governing Law, Venue, and Waiver of Jury Trial.** This Subcontract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Subcontract shall be in the state or federal courts located in Duval County, Florida. BY ENTERING INTO THIS SUBCONTRACT, ARTIST AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS SUBCONTRACT.

11.17 ~~12.17~~ **Amendments.** No modification or amendment to this Subcontract shall be effective unless it is in writing and executed by authorized representatives of each party.

11.18 ~~12.18~~ **Prior Agreements.** This Subcontract represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Subcontract that is not contained in this written document.

11.19 ~~12.19~~ **Incorporation by Reference.** All Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits hereto are also incorporated into and made a part of this Subcontract.

11.20 ~~12.20~~ **Representation of Authority.** Each individual executing this Subcontract on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Subcontract on behalf of such party and does so with full legal authority.

11.21 ~~12.21~~ **Survival.** The following provisions, as well as any other provisions which by their plain meaning are intended to survive expiration of this Subcontract: Article ~~3~~2 Process; Article 4 Termination; ~~Sections 5.3;~~ Article 5 Compensation; Article 6 Indemnification and Limitation of Liability; Article 7 Insurance; Article ~~98~~ Warranties; Article ~~109~~ Rights in ~~Artwork~~Pavilion; Article ~~11~~10 Artist Credit; and Article ~~12~~11 Miscellaneous.

11.22 ~~12.22~~ **Rights and Remedies.** The rights and remedies set forth in this Subcontract are without prejudice to any other rights and remedies existing under applicable law or otherwise, except where liability is expressly limited or a remedy is expressly stated to be a party's sole remedy.

11.23 ~~12.23~~ **Counterparts.** This Subcontract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Subcontract. Signatures provided by facsimile or by e-mail delivery of a .pdf-format file shall have the same force and effect as an original signature.

11.24 ~~12.24~~ **Scope of Agreement; ~~Incorporation of Terms and Conditions of the Primary Contract.~~** ARTIST's relationship to Contractor shall be that of independent contractor, and Contractor shall have no responsibility for the safety or acts of ARTIST's employees, unless related to Contractor's negligent or willful behavior. ARTIST shall comply with the provisions of applicable federal, regional, state, county, city, and local legislation, laws, codes or regulations, or directives promulgated thereunder, applicable to ARTIST's status as an employer or business enterprise, including, but not limited to, ARTIST's obligations with regard to the health and safety of its employees, and the identification and securing of required business and professional permits, certificates, registrations, and licenses governing ARTIST's performance of this Subcontract.

11.25 ~~12.25~~ **Waiver of Consequential Damages.** All Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to the services provided pursuant to this Project including, without limitation, claims relating to: loss of use; loss of profit; claims for delay impact or disruption; operational costs; market value and revenue; tax incentives/credits and rebates; insurance premiums; and project and ARTIST and/or Contractor reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have made and executed this Subcontract through their duly authorized representatives.

UCC GROUP INC.

By _____

Print ~~Name:~~ _____

Its _____

Date: _____

WITNESSES:

By _____

Print Name _____

By _____

Print Name _____

THEVERYMANY, LLC

By _____

Print _____

Its _____

Date: _____

WITNESSES:

By _____

Print Name _____

By _____

Print Name _____

EXHIBIT A
ARTIST'S SERVICES

<u>PAVILION SHELL – THE SHELL</u>				
<u>PAYMENT AND PERFORMANCE SCHEDULE AND MILESTONES FOR FABRICATION AND INSTALLATION PHASE</u>				
<u>Milestone</u>	<u>Description</u>	<u>Invoice Amount</u>	<u>Payment Amount</u>	<u>Retainage Amount Withheld (5%)</u>
<u>1</u>	<u>Execution:</u> <u>Client Execution of Contract and Notice to Proceed issued</u> <u>TVM provides COI's</u>	<u>\$55,000.00</u>	<u>\$52,250.00</u>	<u>\$2,750.00</u>
<u>2</u>	<u>Fabrication File Phase:</u> <u>Deliverables:</u> <u>Submit Final Signed and Sealed Structural Engineering Report</u> <u>Submit Pavilion Shell Permit drawings and specifications</u>	<u>\$240,000.00</u>	<u>\$228,000.00</u>	<u>\$12,000.00</u>
<u>3</u>	<u>20% Fabrication:</u> <u>Deliverables:</u> <u>Permit Issuance</u> <u>50% of aluminum purchased and delivered to Fabricator's shop</u> <u>100% of rivets purchased</u> <u>20% of parts completed including fabrication and powder coating</u> <u>Photo documentation and written statement of completion of off-site fabrication as per above</u> <u>Provide total parts list to base all future completion percentages on</u>	<u>\$168,000.00</u>	<u>\$159,600.00</u>	<u>\$8,400.00</u>
<u>4</u>	<u>50% Fabrication:</u> <u>Deliverables:</u> <u>80% of Aluminum purchased and delivered to Fabricator's shop</u> <u>50% of parts completed including fabrication and powder coating and delivered to project site</u> <u>Coordinate with Owner and UCC to prepare for Pavilion Shell install.</u> <u>Photo documentation and written statement of completion of off-site fabrication as per above</u>	<u>\$168,000.00</u>	<u>\$159,600.00</u>	<u>\$8,400.00</u>

<u>5</u>	<u>80% Fabrication:</u> <u>Deliverables:</u> • <u>100% of Aluminum purchased and delivered to Fabricator's shop</u> • <u>80% of parts completed including fabrication and powder coating and delivered to project site</u> • <u>Layout of Pavilion Shell on-site and installation of Pavilion Shell base plates</u> • <u>50% of parts installed on-site</u> • <u>Photo documentation and written statement of completion as per above</u>	<u>\$168,000.00</u>	<u>\$159,600.00</u>	<u>\$8,400.00</u>
<u>6</u>	<u>Substantial Completion:</u> <u>Deliverables:</u> • <u>100% of parts completed including fabrication and powder coating and delivered to project site</u> • <u>100% of parts installed on-site</u> • <u>Substantial Completion of Pavilion Shell</u>	<u>\$180,000.00</u>	<u>\$171,000.00</u>	<u>\$9,000.00</u>
<u>7</u>	<u>Acceptance/Punch Out/Close-out/Release of Retainage:</u> <u>Deliverables:</u> • <u>Correction of any deficiencies, if required</u> • <u>Submission of Final Close-out Documents</u> • <u>Submission of Cataloguing form</u> • <u>Permit Close-out</u> • <u>Final Acceptance by Artist</u> • <u>Final Acceptance by Owner</u>	<u>\$21,000.00</u>	<u>\$69,950.00</u>	<u>\$-48,950.00</u>
<u>Total</u>		<u>\$1,000,000.00*</u>	<u>\$1,000,000.00</u>	<u>\$0.00</u>

*ARTIST's travel in excess of that provided in Section 5.1-4 of the Subcontract shall be reimbursed separately at \$2,000 per one day of travel.

* Budget to be reviewed after permit submission and fabricator selection and adjusted, as needed, via Change Order in accordance with this Agreement.

1. ARTIST's Scope of Services

1.1 Fabrication File Phase:

- ~~–Review of all Contractor provided documents, including site surveys, geo technical surveys, as built information and any other drawings or information submitted.~~
- ~~–Preparation of construction or fabrication plans and professional engineering documents based on the Approved Design Proposal.~~

1.2 Fabrication and Installation Phase:

- ~~–Fabrication, transportation, delivery and installation of Artwork on Site;~~
- ~~–All other services and goods associated with integration (if applicable) and installation of the Artwork in accordance with the Approved Design Proposal.~~

1.3 Acceptance / Close-Out

- ~~–Submit Project cataloging Form as per Exhibit C~~

2. Contractor's Responsibilities:

2.1 ARTIST may request [from Contractor](#) at any time all construction information regarding the Site, including but not limited to soil reports, as-built surveys of the Site, including [3D scans of the Slab Foundation, Restroom and Storage Facilities as required, including](#), subsurface investigations that identify all underground utilities and other subsurface features that may impact the installation of the [ArtworkPavilion Shell](#), and any reasonable assistance required by ARTIST to allow ARTIST to perform the services required by this Subcontract. To the extent such information is [in the possession of and/or readily](#) available to the Contractor or to third parties under the Contractor's control, the Contractor will promptly provide such information to ARTIST. ARTIST is entitled to rely on the accuracy, completeness and timely delivery of all such information, materials, scaled drawings or other documentation; provided, however, that the Contractor will have no liability to ARTIST for any such information, materials, scale drawings, or other documentation that were developed, produced, generated, or otherwise created by parties other than the Contractor, including but not limited to the City's Project architects, engineers, design professionals, or consultants.

2.2 Contractor to provide ARTIST with all current drawings and specifications including any revisions prepared by District's and City's consultants and subconsultants throughout the time of this agreement.

2.3 Notwithstanding the foregoing, in no event shall ARTIST be responsible to search for, test for, investigate the presence of, monitor, remediate, abate, clean up, remove, dispose, contain, treat, detoxify or neutralize asbestos, polychlorinated biphenyls (PCB's), petroleum, other hazardous or toxic materials, radioactive material or any other pollutant within the Site. ARTIST shall not be responsible to investigate any subsurface conditions and is entitled to rely on the accuracy of the information concerning the existence and location of underground utilities and other subsurface conditions at the Site provided by

the Contractor or the Project team. Any increased costs and/or expenses due to unanticipated subsurface or environmental conditions shall not be the responsibility of ARTIST.

2.4 Due to the nature of the design, engineering and installation of the self-supported Pavilion Shell, construction accuracy of the Restroom and Storage Facilities, including the Slab Foundation, is of utmost importance. Contractor and Artist agree that construction tolerances for the Restroom Storage Facilities, including the Slab Foundation, shall not exceed 1/4" at the Pavilion Shell baseplate connection locations on the Slab Foundation and along the interface between the Pavilion Shell and the Restroom and Storage Facilities. Artist shall not be liable for any increase in budget and/or schedule due to site conditions that exceed the allowable tolerances as listed in this Article 2.4 and which may require additional design, engineering, refabrication and/or installation of any portion of the Pavilion Shell.

EXHIBIT B

PAYMENT FABRICATION AND PERFORMANCE INSTALLATION SCHEDULE AND MILESTONES

FOR FABRICATION AND INSTALLATION PHASE

MARC FORNES / THEVERYMANY	
JACKSONVILLE - RIVERS EDGE - SHELL	
ESTIMATED SCHEDULE*, **, ***, ****	
05.07.2025	
NOTES:	
* Not including unforeseen weather events and events out of Artists control.	
** Schedule is may need to be adjusted pending permit approval.	
***Schedule to be revised upon execution of contract with Fabricator/Installer.	
****Schedule is based on ranges pending permit approval and fabricator selection with the aim to remain on the shorter end of the schedule range. Schedule to be reissued upon fabricator selection.	
Milestone #1 - Contract Execution:	
Contract Execution	
Milestone #2 - Fabrication File Phase:	
2 weeks (approx.)	
•Submit final structural engineering report	
•Submit Shell permit documents	
WAITING FOR PERMIT APPROVAL	
TBD	
Contracting fabricator	
Upon permit approval	
Prototype	
3-4 weeks (approx.)	
Milestone #3- 20% Fabrication:	
•20% of parts completed including fabrication and powder coating and delivered to site	
Logistic	
3-4 weeks (approx.)	
Laser cutting	
10-14 weeks (approx.)	
Countersunk	
Fold	
Powder cutting	
Milestone #4 - 50% Fabrication:	
•50% of parts completed including fabrication and powder coating and delivered to project site	
Laser cutting	
10-14 weeks (approx.)	
Countersunk	
Fold	
Powder cutting	
Milestone #5 - 80% Fabrication / 50% Assembly:	
•80% of parts completed including fabrication and powder coating and delivered to project site	
10-14 weeks (approx.)	
•50% of parts installed on-site and installation of Pavilion Shell base	
4-6 weeks (approx.)	
Milestone #6 - Assembly/ Substantial Completion:	
•70% of parts completed	
7-10 weeks (approx)	
•50% of parts installed on-site	
4-6 weeks (approx.)	
Milestone #7- Punch List - Acceptance - Close Out:	
TBD	
Acceptance	
Close Out Documents	

~~{ARTIST TO REVISE BASED UPON SPECIFICS DEVELOPED DURING PREPARATION OF FINAL DOCUMENTS}~~

Fabrication and Installation Milestones	Performance Date	Payment Amount
Milestone 1 – Execution		\$
Milestone 2 – Fabrication File Phase		\$
Milestone 3 – 30% Fabrication (Laser cutting complete)		\$
Milestone 4 – 60% Fabrication (Parts Folding and Preparation completed)		\$
Milestone 5 – 100% Fabrication (Parts painted, protected, crated and ready to ship)		\$
Milestone 6 – Substantial Completion		\$
Milestone 7 – Acceptance / Close Out (including Final Acceptance of Artwork by the District and the submission of the Cataloguing Form (Exhibit C)).		\$
TOTAL BUDGET		\$

EXHIBIT C
PUBLIC ART CATALOGUE FORM

To be filled out by ARTIST, dated and signed:

☐ *After Final Acceptance of ~~Artwork~~Pavilion Shell, to certify actual materials, methods and maintenance update*

☐ *For Warranty Work or Maintenance Work that results in changes to original Catalogue Form*

I. GENERAL INFORMATION					
Project Title:					
Artwork <u>Pavilion Shell</u> Title:					
Address & Location:					
Today's Date					
II. ARTIST INFORMATION					
Vendor #:					
Index Code:					
Sub-object:					
Name of Artist Company:					
Name of Artist or Artists					
Name for use on plaque and public relations materials (if differs from above):					
AKA, if applicable					
Address:					
E-mail:					
Website (if any):					
Phone:	<table border="1" style="width: 100%;"> <tr><td>O:</td></tr> <tr><td>M:</td></tr> <tr><td>H:</td></tr> <tr><td>Fax:</td></tr> </table>	O:	M:	H:	Fax:
O:					
M:					
H:					
Fax:					
One paragraph biography of Artist (including DOB and birthplace):					
Photograph of Artist (attached):					
III. OBJECT INFORMATION					
Medium (list all if multiple)					
Placement (physical positioning):					
Distance to closest body of water					
Distance to and relation to and amount of vehicular traffic (heavy, light)					

Intended human interaction, if any	
Possible unintended human interaction	
Map	
Describe nearby solar or electrical lighting or ambient light and how may affect impact of artwork Pavilion Shell	
Other Environmental Factors & Landscaping Description (including factors which may affect the condition of the artwork Pavilion Shell such as sunlight, etc.)	
Object Dimensions in inches & Weight in pounds (list by piece if multiple):	H:
	W:
	D:
	Weight:
Base/ Support Systems Dimensions & Weight:	H:
	W:
	D:
	Weight:
Plaque material, verbiage & placement (with input from District):	
Artist statement of intent for plaque (one sentence)	
Interior Lighting (type and positioning):	
Exterior Lighting (type and positioning and estimated cost)	
Explain how Artwork Pavilion Shell will be visible by day and night:	
Inscription or marks:	
Artist's Intent (including site-specificity, if any):	
Description of the design basis and context of the Artwork Pavilion Shell :	
Public Use:	
Detailed Description:	
IV. Budget as per Design Contract and Exhibit 8A of this Subcontract	

	Vendor:	
	Location	
	Cost:	
	Name of Item:	
	Manufacturer info (address, phone, fax, email):	
	Supplier info (address, phone, fax, email):	
(check "YES" or "NO"):	YES	NO
	Name:	
	Address:	
	Phone:	
	Fax:	
	E-mail	
	Website:	
Date of Final Installation:		
VII. MAINTENANCE PLAN (attach schedule of maintenance for specific items: light bulb, electronics etc.)		
Maintenance treatment description:		
Maintenance treatment schedule:		
Desired appearance of artwork Pavilion Shell & Aging expectations:		
Aging expectations:		
Expected lifespan of artwork Pavilion Shell :		
	Materials list	
	Color Samples	
	Replacement components (including specs)	
	Safety Data Sheets	
	Special Tools	
	Other	
Describe in detail method of addressing repairs and cleaning and best practice and tools (eg spray paint or brush paint, soap or no soap)		
Artist Warrants Artwork Pavilion Shell against defectiveness within first year.		

Other Warranties (provide copies):	
Other Warranties (provide copies):	
Value of the Artwork <u>Pavilion Shell</u> (including the Artist's basis for determination of value)	
Other:	

ARTIST certifies by below signature that the above ~~Artwork~~Pavilion Shell Cataloging Information is accurate according to the actual methods and materials used in fabrication and installation as part of ARTIST's Final Acceptance documentation.

[ARTIST ENTITY]

BY: _____

PRINT NAME: _____

ITS: _____

DATE: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Maintenance & Conservation Completion Log (to be filled out by [_____]):			
Date Completed	Assessment/ Maintenance/Conservation	Examined by	Additional Comments

EXHIBIT D
INSURANCE REQUIREMENTS

Insurance. Without limiting its liability under this Subcontract, ARTIST shall at all times during the term of this Subcontract maintain, at its sole expense, ~~during the life of this Subcontract~~ (and ARTIST shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Type of Insurance	Limits
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit
Commercial General Liability ✓ Contractual Liability ✓ Completed Operations/Product Liability ✓ Personal & Advertising Injury ✓ Written on a per occurrence basis ✓ Severability of Interests ✓ Additional Insured including completed operations endorsement	\$2,000,000 General Aggregate \$2,000,000 Products/Comp/Ops Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence
Professional Liability	\$1,000,000 Per Claim \$1,000,000 Annual Aggregate

Additional Insurance Provisions

1. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the ~~CDD~~Contractor, District, City, and DIA and their respective members, officials, officers, employees, and agents as Additional Insured.
2. 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 ~~CDD~~Contractor, District, City, and DIA and their respective members, officials, officers, employees, and agents

EXHIBIT E
PAYMENT CERTIFICATION

Project Name: _____
Project Address: _____

1. Except as set forth in Paragraph 2 below, the undersigned hereby certifies that all subcontractors, sub-subcontractors, laborers, materialmen who contracted with any of the above, and all professionals as referenced in Section 713.03, F.S., providing labor, materials, or services on the above-referenced project have been paid all funds to which they are entitled and/or have requested for labor or materials furnished through the following date: _____.
2. The following entities have not been paid the following amounts for the following reasons. A copy of any notices sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form.

<u>Entity Name</u>	<u>Amount Unpaid</u>	<u>Reason for Non-Payment</u>
--------------------	----------------------	-------------------------------

3. The undersigned is authorized to execute this Certification on behalf of ~~Artist~~ARTIST.

By: _____
(Signature)

Title: _____

Company Name: _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Public (seal)

My Commission Expires: _____

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 5/14/2025 1:42:08 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4874-7717-1318/2/CRA Form of Artistic Services Subcontract for Phase 3B RFP.docx	
Modified DMS: nd://4932-9074-1512/8/Artistic Services Subcontract (Pavilion Shell) - UCC + TVM - District.docx	
Changes:	
<u>Add</u>	300
Delete	260
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	2
Table Delete	1
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	564

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS DI

CHANGE ORDER NO.: 4

Owner: The District Community Development District Owner's Project No.: 2024-01
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547004
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B – CDD Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B – CDD Project (Streetscap Improvements)
 Date Issued: February 13, 2025 Effective Date of Change Order: January 31, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price will be increased by \$3,188.90 for adding sealer to the CDD area color hardened concrete as requested by the City of Jacksonville to provide bolder colors on the concrete adjacent to the Riverwalk. See UCC Quote #12.00, dated February 13, 2024, for further detail.

Attachments: UCC Quote #4.00, dated February 13, 2024

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 4,882,102.74		Substantial Completion:	566 days
		Ready for final payment:	596 days
Increase/Decrease from previously approved Change Orders:		Increase/Decrease from previously approved Change Orders:	
\$ 0.00		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 4,882,102.74		Substantial Completion:	566 days
		Ready for final payment:	596 days
Increase this Change Order:		Increase/Decrease this Change Order:	
\$ 3,188.90		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 4,885,291.64		Substantial Completion:	566 days
		Ready for final payment:	596 days

Recommended by Engineer (if required)
 By: Kimley-Horn and Associates, Inc.
 Title: William J. Schilling, P.E.
 Date: February 13, 2025

Accepted by Contractor
 By: Pat DiPaolo
 Date: February 19, 2025

Authorized by Owner Vertex Companies
 By: John M. Hines
 Title: Senior Managing Director
 Date: February 20, 2025

Approved by Funding Agency (if applicable)
 By: _____
 Title: _____
 Date: _____

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS DII

CHANGE ORDER NO.: 5

Owner: The District Community Development District Owner's Project No.: 2024-01
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547004
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B – CDD Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B – CDD Project (Streetscape Improvements)

Date Issued: February 13, 2025 Effective Date of Change Order: January 31, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: There are no changes in cost or contract times for this change order that includes the following two items:

- Contract Price will be increased by \$18,784.68 for installing rental security cameras from AATC. See UCC Estimate No.: 006, dated December 16, 2024, for further detail.
- Contract Price will be decreased by \$18,784.68 via a reduction in CDD Streetscape permits allowance by this amount.

Attachments: UCC Estimate No.: 006, dated December 16, 2024

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 4,882,102.74	Original Contract Times: Substantial Completion: 566 days Ready for final payment: 596 days
Increase from previously approved Change Orders: \$ 3,188.90	Increase/Decrease from previously approved Change Orders: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: \$ 4,885,291.64	Contract Times prior to this Change Order: Substantial Completion: 566 days Ready for final payment: 596 days
Increase this Change Order: \$ 0.00	Increase/Decrease this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 4,885,291.64	Contract Times with all approved Change Orders: Substantial Completion: 566 days Ready for final payment: 596 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.

Title: William J. Schilling Jr., P.E.
Principal

Date: February 13, 2025

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor



Pat DiPaolo, President

February 19, 2025

Approved by Funding Agency (if applicable)

CHANGE ORDER NO.: 5

Owner: The District Community Development District Owner's Project No.: 2024-01
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547004
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B – CDD Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B – CDD Project (Streetscape Improvements)
 Date Issued: February 13, 2025 Effective Date of Change Order: January 31, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: There are no changes in cost or contract times for this change order that includes the following two items:

- Contract Price will be increased by \$18,784.68 for installing rental security cameras from AATC. See UCC Estimate No.: 006, dated December 16, 2024, for further detail.
- Contract Price will be decreased by \$18,784.68 via a reduction in CDD Streetscape permits allowance by this amount.

Attachments: UCC Estimate No.: 006, dated December 16, 2024

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 4,882,102.74	Original Contract Times: Substantial Completion: 566 days Ready for final payment: 596 days
Increase from previously approved Change Orders: \$ 3,188.90	Increase/Decrease from previously approved Change Orders: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: \$ 4,885,291.64	Contract Times prior to this Change Order: Substantial Completion: 566 days Ready for final payment: 596 days
Increase this Change Order: \$ 0.00	Increase/Decrease this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 4,885,291.64	Contract Times with all approved Change Orders: Substantial Completion: 566 days Ready for final payment: 596 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.

Title: William J. Schilling Jr., P.E.

Date: February 13, 2025

Accepted by Contractor

Pat DiPaolo

Pat DiPaolo, President

February 19, 2025

Authorized by Owner The Vortex Companies

By: Senior Managing Director

Title: February 20, 2025

Date: February 20, 2025

Approved by Funding Agency (if applicable)



Quote

Project Name: Riversedge Park
Preduntial Drive, Jacksonville, FL
Project Owner: CDD

Date: 16-Dec-24
Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 006

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		<u>Security Camera</u>				
		Labor				
1.00						\$ -
2.00		Foreman, Regular Time	6	Hrs	\$ 65.00	\$ 390.00
3.00		Skilled Labor, Regular Time	12	Hrs	\$ 55.00	\$ 660.00
4.00						\$ -
5.00					Total Labor Costs	\$ 1,050.00
		Material				
6.00		Concrete barrier for securing and theft protection of unit itself	3	CY	\$ 170.00	\$ 510.00
7.00		Chain and lock	1	EA	\$100	\$ 100.00
8.00						\$ -
9.00						\$ -
10.00						\$ -
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
16.00						\$ -
17.00		Sales tax	1	LS	\$ 39.65	\$ 39.65
		Equipment				
18.00						\$ -
19.00						\$ -
20.00						\$ -
21.00						\$ -
22.00						\$ -
23.00						\$ -
24.00						\$ -
25.00						\$ -
26.00		Sales Tax	1	LS	\$ -	\$ -
		Subcontractor				
27.00		Security Cameras Rental From AATC	12	Mths	\$ 1,262.30	\$ 15,147.60
28.00		See attached specs, rental Quote.				\$ -
29.00						\$ -
30.00						\$ -
					Subtotal	16,847.25
					Performance and Payment Bond	1.5% \$ 252.71
					Markup	10.0% \$ 1,684.73
					Total Quote	\$ 18,784.68

Qualifications: - Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Monthly Invoice Amount: \$ 1,565.39

Pat DiPaolo
UCC GROUP INC.,
Orlando

Orlando • 7380 Sand Lake Road, Suite 500 • Orlando, FL • 32819 • P: 407-248-0989 • F: 407-939-0730

Toronto • Vancouver • Orlando
www.uccgroup.com

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS DIII

CHANGE ORDER NO.: 6

Owner: The District Community Development District Owner's Project No.: 2024-01
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547004
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B – CDD Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B – CDD Project (Streetscape Improvements)
 Date Issued: February 13, 2025 Effective Date of Change Order: January 31, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price will be decreased for the cost and tax savings from the Owner Direct Purchase of Landscape Forms site furnishings.

Attachments: Landscape Forms Quote-0000427841

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 4,882,102.74	Substantial Completion: 566 days
	Ready for final payment: 596 days
Increase from previously approved Change Orders:	Increase/Decrease from previously approved Change Orders:
\$ 3,188.90	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 4,885,291.64	Substantial Completion: 566 days
	Ready for final payment: 596 days
Decrease this Change Order:	Increase/Decrease this Change Order:
\$ (322,590.60)	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 4,562,701.04	Substantial Completion: 566 days
	Ready for final payment: 596 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.

Title: William J. Schilling Jr., P.E.

Date: February 13, 2025

Accepted by Contractor

Pat DiPaolo, President

February 19, 2025

Authorized by Owner The Vertex Companies

By: Chamaine Minn

Title: SR. MANAGING DIRECTOR

Date: FEBRUARY 20, 2025

Approved by Funding Agency (if applicable)

Quote

EXHIBIT A

Date: 01/07/2025

LF Quote#: 0000427841

PO#:

Project: The Rivers Edge, Jacksonville

Bill To: The Community Development District - CDD
ATTN: Order Acknowledgments
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
-----	-------------	------------	-------------

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

☐ Ship immediately upon completion
☒ OR Ship On/After the date: _____

50	Strata Beam Bench Bench Style: <i>Single Bench</i> Segment 1 Style: <i>80" Backed Bench</i> Segment 1 Arm Option: <i>End Arms Only</i> Support MeldStone Color: <i>Natural White</i> Frame Strap Powdercoat Color: <i>Gloss White</i> Arm Powdercoat Color: <i>Gloss White</i> Wood Species: <i>Jarrah no finish (exterior use only)</i> Mounting Option: <i>Mounting To Be Advised</i>	\$ 3,880.00	\$ 194,000.00
22	Poe Litter Style: <i>Side Opening, 34 gal. capacity</i> Powdercoat Color: <i>Silver Metallic</i>	\$ 2,370.00	\$ 52,140.00
8	Northport Removable Bollard assembly. Includes everything EXCEPT socket assembly. Powdercoat color: Silver Metallic	\$ 1,790.00	\$ 14,320.00
30	Emerson Bike Rack Mounting: <i>Embedded</i>	\$ 530.00	\$ 15,900.00

Page: 1 of 4

Cust #: TITVS
SSR: Hunter Lunardini
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 01/07/2025
LF Quote#: 0000427841
PO#:
Project: The Rivers Edge, Jacksonville
Bill To: The Community Development District - CDD
ATTN: Order Acknowledgments
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261
Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207
Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	Powdercoat Color: <i>Silver Metallic</i>		
3	Loop Bike Rack Mounting: <i>Embedded</i> Finish: <i>Powdercoated</i> Options: <i>No Options</i> Powdercoat Color: <i>Silver Metallic</i>	\$ 500.00	\$ 1,500.00

Item Total	\$ 277,860.00
Shipping & Handling	\$ 26,400.00
Sub Total	\$ 304,260.00
Estimated Tax	\$ 0.00
Document Total	\$ 304,260.00

Payment Terms: NET 30 - PENDING CRED APPROVAL
Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.

Cust #: TITVS
SSR: Hunter Lunardini
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller



Quote

Date: 01/07/2025

LF Quote#: 0000427841

PO#:

Project: The Rivers Edge, Jacksonville

Bill To: The Community Development District - CDD
ATTN: Order Acknowledgments
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CORPORATE

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Kalamazoo, MI 49048-9543
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www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

Page: 3 of 4

Cust #: TITVS
SSR: Hunter Lunardini
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 01/07/2025

LF Quote#: 0000427841

PO#:

Project: The Rivers Edge, Jacksonville

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www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: The Community Development District
ATTN:
1701 Prudential Dr
Jacksonville, FL 32207

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 4 of 4

Cust #: TITVS
SSR: Hunter Lunardini
Rep: Kellie Moore, FL1

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS DIV

CHANGE ORDER NO.: 8

Owner: The District Community Development District Owner's Project No.: 2024-01
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547004
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B - CDD Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B - CDD Project (Streetscape Improvements)
 Date Issued: February 13, 2025 Effective Date of Change Order: January 31, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price is being decreased by \$281,782.60 for the Owner's Direct Purchase (ODP) of the following Wausau Tile products.

- Contract is being decreased by \$173,294.62 for the owner direct purchase of pavers from Wausau Tile for the CDD portions of the Project. See Wausau Tile Actual Billings Summary Table and Purchase Order WT2024-01 for further detail.
- Contract is being decreased by \$108,487.98 for the owner direct purchase of streetscape benches and cubes from Wausau Tile. See Purchase Order WT2024-02 for further detail.

Attachments: Wausau Tile Actual Billings Summary Table, Purchase Order WT2024-01, and Purchase Order WT2024-02

Change In Contract Price	Change In Contract Times
Original Contract Price:	Original Contract Times:
\$ 4,882,102.74	Substantial Completion: 566 days
	Ready for final payment: 596 days
Decrease from previously approved Change Orders:	Increase/Decrease from previously approved Change Orders:
\$ (319,401.70)	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 4,562,701.04	Substantial Completion: 566 days
	Ready for final payment: 596 days
Decrease this Change Order:	Increase/Decrease this Change Order:
\$ (281,782.60)	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 4,280,918.44	Substantial Completion: 566 days
	Ready for final payment: 596 days

Recommended by Engineer (if required) Accepted by Contractor

By: William J. Schilling, P.E. Pat DiPaolo, President
 Title: Principal February 20, 2025
 Date: February 18, 2025

Authorized by Owner Approved by Funding Agency (if applicable)

By: Deborah Morton Managing Director
 Title: Managing Director
 Date: March 20, 2025

WAUSAU TILE Actual Billings
ODPO # WT2024-01
WorkSheet - Change Order #8

Line	Description	Amt Invoiced		%	\$/%
1	HRT 15 4x12x2"	\$ 112,492.80	CDD	46%	\$ 51,746.69
			CRA	54%	\$ 60,746.11
2	HRT 34 4x12x2"	\$ 112,492.80	CDD	46%	\$ 51,746.69
			CRA	54%	\$ 60,746.11
3	HRT 60 4x12x2"	\$ 112,492.80	CDD	46%	\$ 51,746.69
			CRA	54%	\$ 60,746.11
4	HRT 15 4x12x4"	\$ 33,390.00	CDD	0%	\$ -
			CRA	100%	\$ 33,390.00
5	HRT 34 4x12x4"	\$ 33,390.00	CDD	0%	\$ -
			CRA	100%	\$ 33,390.00
6	HRT 60 4x12x4"	\$ 34,650.00	CDD	0%	\$ -
			CRA	100%	\$ 34,650.00
7	GTX 10	\$ 48,468.68	CDD	0%	\$ -
			CRA	100%	\$ 48,468.68
8	ADA	\$ 10,012.24	CDD	82%	\$ 8,210.05
			CRA	18%	\$ 1,802.20
		\$ 497,389.33	\$ 497,389.33		

DEDUCTIVE CHANGE ORDER		Amt Invoiced	Sales Tax	Total CO Amount
CDD	\$	163,450.11	\$ 9,844.51	\$ 173,294.62
CRA	\$	333,939.22	\$ 20,073.85	\$ 354,013.07
Total	\$	497,389.33	\$ 29,918.36	

Change order amount determined by actual billings.

PURCHASE ORDER NO. WT2024-01

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Owner:	The District Community Development District c/o JGC Group, Inc.	Seller:	<u>Wausau Tile, Inc.</u>
Address:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, FL 33431	Address:	<u>9001 Bus Hwy 51</u> <u>Rothschild, WI 54474</u>
Phone:	(877) 276-0899	Point of Contact: Phone:	<u>Paul H.</u> <u>715.241.0337</u>

Direct Invoices To:	The District Community Development District 2300 Glades Road, Suite 410W Boca Raton, FL 33431
Copy via Email:	Kimley-Horn and Associates, Inc. 12740 Gran Bay Pkwy., W. Suite 2350 Jacksonville, FL 32258 Bill Schilling, bill.schilling@kimley-horn.com Denise Henkes, denise.henkes@kimley-horn.com

Project Name:	RiversEdge Phase 3B	Contract Date:	
Project Address:	RiversEdge Phase 3B 1915 RiversEdge Blvd. Jacksonville, FL 32207 POC: David Morris 954.551.2202		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items listed in the Quote attached as Exhibit A.

Schedule – The Goods shall be delivered within on or before August 30, 2024 days from the date of this order.

Total Price – \$ 497,448.00

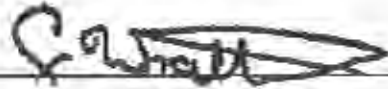
Owner's Certificate of Exemption #85-801768905OC-1

IN WITNESS WHEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as Exhibit B, and agrees to deliver the Products as described herein and comply fully with the terms and conditions hereof.

OWNER

The District CDD

By: _____



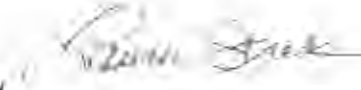
Print Name: Craig Wrathell

Print Title: As District Manager

Date: 05/01/2024

SELLER

By: _____



Print Name: Laura Stiek

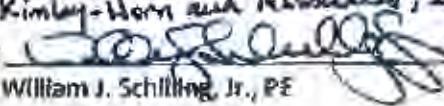
Print Title: CFO

Date: 4/29/24

DISTRICT ENGINEER

Kimley-Horn and Associates, Inc.

By: _____



William J. Schilling, Jr., PE

Date: _____

4-29-2024

EXHIBIT A: Wausau Tile Quotation

EXHIBIT B: Terms and Conditions

EXHIBIT C: Certificate of Entitlement

EXHIBIT D: Consumer's Certificate of Exemption



WAUSAU TILE QUOTATION

Sold To: The District Community Development District
2800 Glades Road
Suite 110W
Boca Raton, FL 33431

Ship To: RiversEdge Phase 3B
1015 RiversEdge Blvd
Jacksonville, FL 32207

Quote Number: **Q60843**

Quote Date: April 17, 2024
Price Valid for: 30 days
Terms: PRE PAY

Attention: David Morris
dmorris@uccgroup.com
(954) 551-2202

Project: RiversEdge Phase 3B

Sales Person: Tony Dahille
tdahille@wauusau.com
813-234-0016

Line	Product	Description	Quantity	Unit	Weight	Price	Total
1	CUSTOM	HRT 15 - 4' X 12' X 2" - NOMINAL 84 SF PER PALLET	15,624	SF	25.25	\$7.20	\$112,507.00
2	CUSTOM	HRT 34 - 4' X 12' X 2" - NOMINAL 84 SF PER PALLET	15,624	SF	25.25	\$7.20	\$112,507.00
3	CUSTOM	HRT 60 - 4' X 12' X 2" - NOMINAL 84 SF PER PALLET	10,624	SF	25.25	\$7.20	\$76,507.00
4	CUSTOM	HRT 15 - 4' X 12' X 4" - NOMINAL 60 SF PER PALLET	3,180	SF	60.50	\$19.50	\$62,016.00
5	CUSTOM	HRT 34 - 4' X 12' X 4" - NOMINAL 60 SF PER PALLET	3,180	SF	60.50	\$19.50	\$62,016.00
6	CUSTOM	HRT 63 - 4' X 12' X 4" - NOMINAL 60 SF PER PALLET	3,500	SF	60.50	\$10.30	\$36,055.00
7	CUSTOM	GTX 10 - 8' X 8' X 3/4" - NOMINAL 53.20 SF PER PALLET	3,316	SF	33.00	\$11.20	\$37,140.00
8	CUSTOM	ADA-2 A-40 - 12' X 12' X 2" - TRUE 20 SF PER PALLET	532	SF	24.00	\$18.85	\$10,011.00
Total Weight: 4,020,544 lbs					Item Total:	\$497,448.00	

Please refrain from paying based on the Quote.
Kindly wait for your Order Invoice before
making any payments. Thank you.

Sales Tax: TRG
TOTAL PRICE: **\$497,448.00**

(Sales Tax will be calculated at time of Order)

Additional Notes:

Freight is included in the unit price.

Shipping is based on today's rates. Final shipping costs will be calculated at time of shipping.

P: 800.388.8728 | E: wt@wausau.com | WAUSAUTILE.COM

**WAUSAU TILE
QUOTATION**

Bill to: The District Community Development District

Quote Number: Q20843

Terms & Conditions

1. This proposal is valid for (30) days. All quotes older than (30) days will require a new bid prior to Wausau Tile accepting a Purchase Order, or Contract.
2. Upon agreement of a Purchase Order, or contract, the product quoted will need to be produced and shipped within a six month time period. Any quote or project that extends beyond this time frame due to delays outside of Wausau Tile's control, will have a change order issued with all applicable surcharges or price increases that have occurred, prior to shipment of the product.
3. The purchase order ("contract") and payment should be made out to Wausau Tile, Inc.
4. To expedite shipment, please include an address for billing and an address for delivery.
5. This is a materials only bid. Prices are based on square footage or units as listed above, and subject to change if there are any increases or decreases in quantities to the project.
6. 30% down payment is required on all custom or modified products, orders with material values over \$100,000 and when placing your first order with Wausau Tile. Down payments are due prior to production. Orders will not be scheduled until payment is received.
7. Field measurements, specifications and quantity confirmation are responsibilities of the customer.
8. Freight rate shown is an estimate based on today's rates. Actual freight cost will be calculated and invoiced at the time of shipment. Delivery is to end location only unless noted in bid.
9. Customer will be notified when product is ready for delivery. Storage charges apply if customer delays shipment more than 30 days after notice.
10. All cancelled/returned orders must receive prior written approval from a Wausau Tile sales representative.
11. Unloading, assembly, and installation are the responsibility of the customer or its consignee.
12. Materials must be unloaded within 2 hours of arrival or customer will be charged for hold over at the rate of \$250/hour.
13. Wausau Tile standard purchase and warranty terms apply as stated under Terms of Sale on Wausau Tile's website. A copy of this form of Sale is available upon email request to: wtile@wausautile.com
14. Sales or use tax is customer's responsibility and due as part of the payment to Wausau Tile before shipping occurs unless a properly executed tax-exempt certificate is provided to Wausau Tile. Deliver the tax exempt certificate by email to accounting@wausautile.com or provide an original by mail if required by state law.
15. Federal Contracting Compliance and CA Transparency in Supply Chains Act is available on Wausau Tile's website.
16. A 5% surcharge/ fee will be added to all invoices paid by credit card.
17. Wisconsin law controls interpretation of this quote and any contract term or condition.
18. Customer's remedies against Wausau Tile are limited to amounts paid under the contract. Consequential damages are excluded for commercial or recreational uses.
19. (A) This escalator clause is an essential and requisite clause without which the quoted prices would be substantially higher. Wausau Tile relies on stable prices relating to raw materials and supplies from third-parties (collectively "third-party materials") in preparing this quote. It is a basic assumption to this quote that cost of third-party materials, in whole or in part, at the time of contracting will not exceed an increase of five percent on or before the date of production. In the event of a material increase in the cost of third-party materials purchased after the date of contracting exceeds five percent of the cost of same third-party materials available on the date of contracting, the Customer agrees to pay for the increased cost in addition to the contract price. (B) The adjusted price increase under the escalator clause will be effective the same day as Wausau Tile's written notice of escalator clause and price increase is delivered by email to the Customer. (C) Customer shall pay Wausau Tile for deliveries of quantities scheduled under the contract for delivery before the effective date of the escalator clause adjusted price increase and pay the increased contract price for deliveries of quantities scheduled under the contract delivered after the effective date of the escalator clause adjusted price increase. (D) Escalator clause price increases in materials will be confidentially verified by Wausau Tile to the Customer in writing without documentation disclosure of quotes, invoices, or receipts unless produced within the sole discretion of Wausau Tile.
20. Wausau Tile's non-delivery or delay in delivery, in whole or in part, is not a breach of duty if performance as agreed at the time of contracting has been made impracticable because the cost of third-party materials to manufacture the contracted goods, in whole or in part, on or before the date of production is increased more than five percent above the cost of third-party materials available at the time of contracting. Where delivery of contracted goods is delayed or cannot be performed because of the shortage or unavailability of third-party materials used to manufacture the contracted goods, Wausau Tile shall not be liable for any costs or damages associated with such delay or non-performance.
21. Wausau Tile retains the express right to suspend or terminate the contract due to a force majeure event. A force majeure event is any event or circumstance beyond the control of Wausau Tile, Inc. including but not limited to epidemic and quarantine identified by county, state, or federal government authorities, government action that shutdowns supply chains, manufacturing or distribution, natural disaster, act of God, flood, typhoon, hurricane, and cybersecurity incident.
22. Acceptance: Acceptance occurs upon the earliest: (a) date the product is installed, (b) date the product is used, or (c) five calendar days after delivery. Customer and/or its agent shall provide Wausau Tile with written notice of any defect as well as notice of any claim under Wausau Tile's limited warranty before product installation takes place.
23. Any receipt of PO not shipped within (6) months is subject to a 1.1% escalator pricing adjustment per month until shipment leaves.

P: 800.385.8728 | E: wtile@wausautile.com | WAUSAUTILE.COM



WAUSAU TILE QUOTATION

Bid To: The District Community Development District

Quote Number: Q60843

Customer Approval Signature

As District Manager

Date: 05/07/2024

By: 9497 449.00

Wausau Tile Signature

Troy Dahlke, Sales Person

P 800.388.8725 | E wtile@wausau tile.com | WAUSAUTILE.COM

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Acceptance of the Goods occurs upon the earlier of: (a) date the product is installed; (b) date the product is used; or (c) ten (10) calendar days after delivery. Owner and/or its agent shall provide Seller with written notice of any defect observed by Owner prior to acceptance, as well as notice of any claim under Seller's warranty, before product installation takes place. Owner may return Goods not meeting specifications (including over shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's invoice ("invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.20 et seq., *Florida Statutes* [2023]. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use in the District's project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. ~~Any acceptance by Owner shall not prevent Owner from rejecting non-conforming Goods.~~ The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** As such term is used herein, the "Indemnitees" shall mean the Owner, the City of Jacksonville, the Downtown Investment Authority, Elements Development of Jacksonville, LLC and their respective officers, directors, Supervisors, Commissioners, Board members, City Council members, employees, staff, managers, representatives, licensors, and assigns of each and any of all of the foregoing entities and individuals. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** ~~Upon any material A default by either party under this Order shall entitle the other to all Seller hereunder. Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller, excluding punitive or consequential damages. The prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees.~~
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.

12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the state of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
- ~~14. MECHANIC'S LIENS. (RESERVED)~~
- ~~15. PERMITS AND LICENSES. (RESERVED)~~
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
- ~~20. PUBLIC ENTITY CRIMES.~~ Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole discretion, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have. Owner and Seller retain the express right to suspend or terminate this Order due to a force majeure event upon the delivery of written notice to the other party. A force majeure event is any event or circumstance beyond the control of Owner or Seller, including but not limited to epidemic and quarantine identified by equity, state, or federal government authorities, government actions that shutdown supply chains, manufacturing or distribution, natural disaster, act of God, flood, tornado, hurricane, and cybersecurity incident. Upon any termination of this Order, Seller shall be entitled to payment of all Goods already produced pursuant up until the effective termination date, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.
25. **SELLER PRICE ESCALATION CLAUSE.** The price escalation clause contained in Seller's Terms & Conditions Included in Exhibit A shall be updated as follows (additions in underlining, deletions in strike-through):
29. (A) This escalator clause is an essential and requisite clause without which the quoted prices would be substantially higher. Wausau Tile relies on stable prices relating to raw materials and supplies from third-parties (collectively "third-party materials") in preparing this quote. It is a basic assumption to this quote that cost of third-party materials, in whole or in part, at the time of contracting will not exceed an increase of five percent on or before the date of production. In the event an increase in the cost of third-party materials purchased after the date of contracting exceeds five percent of the cost of same third-party materials available on the date of contracting, the Customer agrees to pay for the increased cost in addition to the contract price; provided however, Customer may alternatively cancel this Order without penalty or liability by written notice delivered by email to the Seller within three (3) days of Wausau Tile's written notice to Customer of escalator clause and price increase. (B) The adjusted price increase under the escalator clause will be effective the same day as Wausau Tile's written notice of escalator clause and price increase is delivered by email to the Customer. (C) Customer shall pay Wausau Tile for deliveries of quantities scheduled under the contract for delivery before the effective date of the escalator clause adjusted price increase and pay the increased contract price for deliveries of quantities scheduled under the contract delivered after the effective date of the escalator clause adjusted price increase. (D) Escalator clause price increases in materials will be confidentially verified by Wausau Tile.



to Customer in writing without documented disclosure of quotes, invoices, or receipts unless produced within the sole discretion of Wausau Tile



EXHIBIT C

CERTIFICATE OF ENTITLEMENT

(For direct purchase of construction materials by a governmental entity pursuant to 212.08(6), F.S. and Rule 12A-1.094, F.A.C.)

The undersigned authorized representative of The District Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-801768905(X)-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number WT2024-01 from Wausau Tile, Inc. (Vendor) on or after May 1, 2024 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with GCC Group, Inc. (Name of Contractor) for the construction of Phase 3B - CRA Project (Parks, Riverwalk, and Streetscape Improvements) and Phase 3B - COD Project (Streetscape Improvements).

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

CW 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

CW 2. The vendor's invoice will be issued directly to Governmental Entity.

CW 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

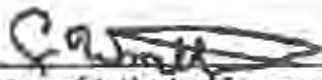
CW 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

CW 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.



Signature of Authorized Representative
Craig Wootch as District Manager
Purchaser's Name (Print or Type)

District Manager
Title
05/01/2024
Date

Federal Employer Identification Number: 83-3179875

Telephone Number: (561) 571-0010

**You must attach a copy of the Purchase Order to this Certificate of Entitlement.
Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.**

EXHIBIT D

01/1/25



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-80178890500-1	01/31/2024	01/31/2029	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.036, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-8800. The mailing address is PO Box 2490, Tallahassee, FL 32314-6480.

THE DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8586

PURCHASE ORDER NO. WF2024-02 (CDD)
THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Owner:	The District Community Development District	Seller:	Wausau Tile, Inc.
Address:	The District Community Development District 2300 Glades Road, Suite 410W Cocoa Raton, Florida 32931	Address:	9001 Bus Hwy 51 Rothschild, WI 54424
Phone:	(877) 776-0809	Phone:	Greg Dahlke Greg@wts2go.com 813.334.0016
Direct Invoices To:	The District Community Development District 2300 Glades Road, Suite 410W Cocoa Raton, FL 32931		
Copy Via Email:	Kimley-Horn and Associates, Inc. 12740 Gran Bay Pkwy., W., Suite 2350 Jacksonville, FL 32258		
Project Name:	RiversEdge Phase 2B	Contract Date:	5/13/2024
Project Address:	1915 RiversEdge Blvd., Jacksonville, FL 32207 POC: Vitor Pedro, 407.680.9174, vp@vito.com		

Description of Goods or Services - The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in Quote Q64212E attached as Exhibit A.

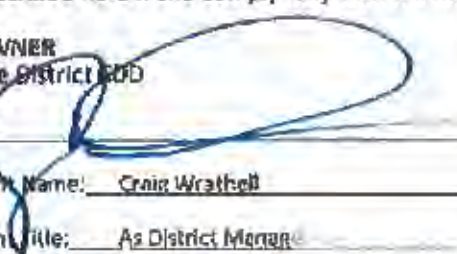
Schedule - The Goods shall be delivered on or before December 1, 2024.

Price - \$302,276.40

Certificate of Exemption #: 85-8017689050C-1

IN WITNESS WHEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as Exhibit B, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

OWNER
The District CDD

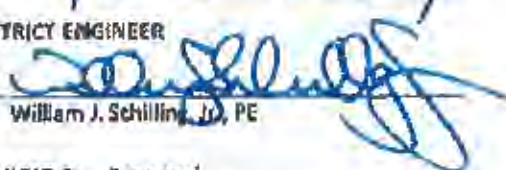
By: 

Print Name: Craig Wrathell

Print Title: As District Manager

Date: 10-21-2024

DISTRICT ENGINEER

By: 

William J. Schilling, Jr., PE

SELLER
Wausau Tile, Inc.

By: Tabitha Erlanson

Print Name: Tabitha Erlanson

Print Title: Accounting Manager

Date: 10/18/2024

Date: October 15, 2024 

- EXHIBIT A:** Proposal
EXHIBIT B: Terms and Conditions
EXHIBIT C: Certificate of Entitlement
EXHIBIT D: Consumer's Certificate of Exemption

WAUSAUTILE
QUOTATION

EXHIBIT

Bill To: HCC GROUP
7380 SAND LAKE RD STE 600
ORANGE
CA 92668-1111

Ship To: Riveredge CDD
1915 Riveredge Blvd
Jeffersonville, IN 47130

Quote Number: Q64212E
Quote Date: September 20, 2024
Quote Valid for: 30 days
Terms: Net 30

Attention: David Duncan
John Coughlin (Sales Rep)
(613) 378-2570

Project: RIVERSEDGE CDD

Estimate Provided by: TAY FINDER
taylorfinder.com
813.334.0015

Item	Product	Description	Quantity	UOM	Weight	Price	Total
1	TF10320G30F	CUSTOM BENCH - CURVE - RIGHT Color & Finish: G30 Star 0 Skate Stops LED Tape Lights (Product # 11R P WP-24V-1.6W-20K-FT) LED-25W Series Driver w/ Transformer Box (Part # 12108)	10	EA	1,273.00	\$4,435.00	\$44,350.00
2	TF10310G30F	CUSTOM BENCH - CURVE - LEFT Color & Finish: G30 Star 0 Skate Stops LED Tape Lights (Product # 11R P WP-24V-1.6W-20K-FT) LED-25W Series Driver w/ Transformer Box (Part # 12108)	11	EA	1,273.00	\$4,435.00	\$48,785.00
3	TF10322G30F	CUSTOM BENCH - CUBE Color & Finish: G30 Star	2	EA	847.00	\$2,150.00	\$4,200.00
Total Weight:					28,427 lbs	Item Total	\$97,335.00

Please confirm the quantities shown on this quote.
We only need for your dates and quantities.
No other payments. Thank you.

ESTIMATED Shipping: \$1,941.40
Sales Tax: 1.50%
TOTAL PRICE: \$102,276.40

Notes: Please call for details on pricing and terms.

Additional Notes:
See email quote # 490041

P: 800.388.8728 | E: info@wausautile.com | WAUSAUTILE.COM

WAUSAU TILE
QUOTATION

WTL to UCC GROUP *

WTL QUOTATION 084212F

Terms & Conditions

1. This proposal is valid for (30) days. All quoted items from (30) days will require a new bid price by Wausau Tile according to its current schedule of costs and.
2. Upon acceptance of this quotation, either in whole or in part, the work required will need to be produced and shipped within a reasonable period. Any quote on project that extends beyond this time frame due to delays made by Wausau Tile's carrier, will have a stamp on the receipt with all applicable surcharges and price increases that have occurred, prior to shipment of the product.
3. The purchase order ("contract") and payment should be made out to Wausau Tile, Inc.
4. The quotation shipment, please include an address for billing and an address for delivery.
5. This is a materials only bid. Prices are based on square footage or units as listed above, and freight has been added to the unit price. Freight is not included in the quoted quantities in this project.
6. 30% down payment is required on all custom or modified products, orders with a total value over \$100,000 and all other places of your first order with Wausau Tile. Down payments are due prior to production, orders will not be scheduled until payment is received.
7. Final measurements, specifications and quantity confirmation are responsibilities of the customer.
8. Freight rate shown is an estimate based on today's rates. Actual freight cost will be calculated and included at the time of shipment. Delivery is for one location only unless noted in bid.
9. Customer will be notified when product is ready for delivery. Storage charges apply if customer delays shipment more than 30 days after notice.
10. All cancelled/returned orders must receive prior written approval from a Wausau Tile sales representative.
11. Unloading, assembly, and installation are the responsibility of the customer or its consultant.
12. Materials must be unloaded within 2 hours of arrival or customer will be charged for hold over at the rate of \$250/hour.
13. Wausau Tile standard purchase and warranty terms apply as stated under Terms of Sale on Wausau Tile's website. A copy of the Terms of Sale is available upon email request to wtl@wausautile.com.
14. Sales or use tax is customer's responsibility and due in part of the payment to Wausau Tile before shipping occurs unless a properly executed tax exempt certificate is provided to Wausau Tile. Deliver the tax exempt certificate by email to accounting@wausautile.com or provide an original by mail if required by state law.
15. Federal Contracting Compliance and CA Transparency in Supply Chains Act is available on Wausau Tile's website.
16. A 3% surcharge fee will be added to all invoices paid by credit card.
17. Wausau Tile controls interpretation of this quote and any contract term or condition.
18. Customer's promise against Wausau Tile not limited to amounts paid under the contract. Consequential damages are excluded for commercial or economic loss.
19. (A) This escalator clause is an essential and requisite clause without which the quoted prices would be substantially higher. Wausau Tile relies on standard prices relating to raw materials and supplies from third-parties (collectively "third-party materials") in preparing this quote. It is a basic assumption to this quote that cost of third-party materials, in whole or in part, at the time of contracting will not exceed an increase of five percent or, at the time of production. In the event an increase in the cost of third-party materials purchased after the date of contracting exceeds five percent of the cost of same third-party materials available on the date of contracting, the Customer agrees to pay for the increased cost in addition to the contract price. (B) The adjusted price increases under the escalator clause will be effective the same day as Wausau Tile's written notice of escalator clause and price increase is delivered by email to the Customer. (C) Customer shall pay Wausau Tile for deliveries of quantities scheduled under the contract for delivery before the effective date of the escalator clause adjusted price increase and pay the increased contract price for deliveries of quantities scheduled under the contract delivered after the effective date of the escalator clause adjusted price increase. (D) Escalator clause price increases in materials will be proportionally verified by Wausau Tile to Customer in writing without documented disclosure of quotes, invoices, or receipts unless produced within the sole discretion of Wausau Tile.
20. Wausau Tile's non-delivery or delay in delivery, in whole or in part, is not a breach of duty if performance as agreed at the time of contracting has been made impracticable because the cost of third-party materials to manufacture the contracted goods, in whole or in part, on or before the date of production is increased more than five percent above the cost of third-party materials available at the time of contracting. Where delivery of contracted goods is delayed or cannot be performed because of the shortage or unavailability of third-party materials used in manufacture the contracted goods, Wausau Tile shall not be liable for any costs or damages associated with such delay or non performance.
21. Wausau Tile retains the express right to suspend or terminate the contract due to a force majeure event. A force majeure event is any event or circumstance beyond the control of Wausau Tile, Inc. including but not limited to epidemic and quarantine declared by county, state, or federal government and notification, governmental action that shutdowns supply chains, manufacturing or distribution, natural disaster, act of God, flood, tornado, hurricane, and cybersecurity incident.
22. Acceptance: Acceptance occurs upon the earlier of: (a) date the product is installed, (b) date the product is used, or (c) two calendar days after delivery. Customer agrees to upon shall provide Wausau Tile with written notice of any defect as well as notice of any claim under Wausau Tile's limited warranty before product installation takes place.
23. Any receipt of PO not shipped within (6) months is subject to a 1-1% escalator pricing adjustment per month until shipment leaves.

P: 800.388.8728 | E: wtl@wausautile.com | WAUSAUTILE.COM

WAUSAU TILE
QUOTATION

ISSUED TO: BCC GROUP

Quote Number: Q64212E

Customer Approval Signature

Wausau Tile Signature

Date: _____ by: \$109,226.41

For Order: Sales Person

P: 800.388.8728 | E: wtl@wausautile.com | WAUSAUTILE.COM

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** This price set forth above includes all goods, insurance, warranties and other materials or services that may be required for the production of packing, loading or freight necessary to produce and deliver the goods.
2. **SCHEDULE.** Timing of the issuance with respect to this Order, and all Goods shall be produced and delivered within the time set forth in the Schedule. Owner may accept this Order in any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **TITLE AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point as listed above. Title and risk of loss shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time just delivery. Acceptance of the Goods occurs upon the earlier of (a) date the product is installed; (b) date the product is used; or (c) ten (10) calendar days after delivery. Owner and/or its agent shall notify Seller with written notice of any defect observed by Owner prior to acceptance, as well as notice of any claim under Seller's warranty, before product installation takes place. Owner may return Goods not meeting specifications (including non-compliance) at the Seller's expense and risk. Owner will notify Seller of failure. Return and instructions for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's invoice ("invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 214.20 et seq., Florida Statutes (2023). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claims of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claims. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use in the District's project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any claims made by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** As such term is used herein, the "Indemnitees" shall mean the Owner, the City of Jacksonville, the Downtown Investment Authority, Elements Development of Jacksonville, LLC, and their respective officers, directors, supervisors, Commissioners, Board members, City Council members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by either party under this Order shall entitle the other to a broader equitable remedy, in addition to any other remedies available to Owner at law or in equity, to rescind this Order without penalty or liability for either party to Seller, including punitive or consequential damages. The prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statutory law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.

11. **MODIFICATIONS:** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be in writing and shall be effective only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
12. **APPLICABLE LAW:** The validity, interpretation and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's counterpart of Article 2 of the Uniform Commercial Code shall apply to this transaction.
13. **ACCOMMODATIONS: (RESERVED)**
14. **DEBITS AND DEBITES: (RESERVED)**
15. **PARTIAL INVALIDITY:** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
16. **ASSIGNMENT AND SUBCONTRACTING:** This Order shall not be assigned or transferred by either written or by written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
17. **RELATIONSHIP:** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
18. **NOTICES:** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
19. **PUBLIC ENTITY CRIMES:** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 207.13(2)(a), Florida Statutes.
20. **SCRUTINIZED COMPANIES:** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
21. **TERMINATION:** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole discretion, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall issue no remedy against Owner, other than for payment of Goods already produced pursuant to the written direction by Owner pursuant to Section 2 above, subject to any claims or claims that Owner may have against Seller, including but not limited to the express right to suspend or terminate this Order due to a force majeure event upon the delivery of written notice to the other party. A force majeure event is an event or circumstance beyond the control of Owner or Seller, including but not limited to epidemic and outbreaks identified by country, state, or federal government authorities, government actions that shutdown supply chains, manufacturing or distribution, natural disaster, act of God, flood, tornado, hurricanes, and cyber security incidents. Upon any termination of this Order, Seller shall be entitled to payment of all Goods already produced pursuant up until the effective termination date, subject to any offset or claims that Owner may have.
22. **PUBLIC RECORDS:** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
23. **CONFLICTS:** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.
24. **SELLER PRICE ESCALATION CLAUSE:** The price escalation clause contained in Seller's Terms & Conditions included in Exhibit A shall be updated as follows (additions in underlines; deletions in strike through):
1. (a) This escalator clause is in an optional and nonbinding status without which the quoted price would be substantially higher. Whereas the fluctuates on a daily basis relative to raw materials and supplies from third parties located worldwide ("third-party materials") in procuring this quote, it is a basic assumption to this quote that cost of third-party materials, in whole or in part, at the time of contracting will not exceed an increase of five percent on or before the date of production. In the event an increase in the cost of third-party materials purchased after the date of contracting exceeds five percent of the cost of such third-party materials available on the date of completion, the Customer agrees to pay for the increased cost in addition to the contract price; provided however, Customer may alternatively cancel this Order without penalty or liability by written notice delivered by email to the Seller within three (3) days of Whereas the's written notice to Customer of escalator clause and price increase. (b) The adjusted price increase under the escalator clause will be effective the same day as Whereas the's written notice of escalator clause and price increase is delivered by email to the Customer. (c) Customer shall pay Whereas the for deliveries of quantities scheduled under the contract for delivery before the effective date of the escalator clause adjusted price increase and pay the increased contract price for deliveries of quantities scheduled under the contract delivered after the effective date of the escalator clause adjusted price increase. (d) Escalator clause price increases in materials will be confidentially verified by Whereas the



CERTIFICATE OF ENTITLEMENT

(For direct purchase of construction materials by a governmental entity pursuant to 212.08(6), F.S., and Rule 12A-1.094, F.A.C.)

The undersigned authorized representative of The District Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number B5 8017689050C-1, affirms that the tangible personal property purchased pursuant to Purchase Order Number WT2024-07 (CID) from Wausau Tile, Inc. (Vendor) on or after 10/15/2024 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # 2024-01 with UCI Group, Inc. (Name of Contractor) for the construction of RiversEdge Phase 4B CID Project (Streetscape Improvements).

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.

You must initial each of the following requirements:

CW 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

CW 2. The vendor's invoice will be issued directly to Governmental Entity.

CW 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

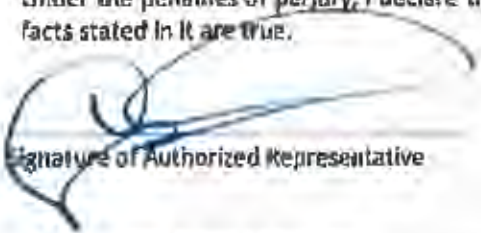
CW 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

CW 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.


Signature of Authorized Representative

Craig Wrathell as District Manager
Purchaser's Name (Print or Type)

District Manager
Title

10-21-2024
Date

Federal Employer Identification Number: 83-3179785

Telephone Number: 561.571.0010

You must attach a copy of the Purchase Order to this Certificate of Entitlement.
Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DB-16
R. 01/19

85-8017680080C-1	01/31/2024	01/31/2029	COUNTY GOVERNMENT
Certificate Number	Exemption Date	Expiration Date	Exemption Category

This certifies that:

THE DISTRICT
A COMMUNITY DEVELOPMENT DISTRICT
7300 GLADES RD STE 410W
BOCA RATON FL 33431-8666

is exempt from the payment of Florida sales and use tax on real property (rented), transient rental property (rented), tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DB-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.008, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to avoid the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-458-8800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

THE DISTRICT
A COMMUNITY DEVELOPMENT PROJECT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8554

**Request for Taxpayer
 Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form W-9 to the
 requester. Do not
 send to the IRS.

Before you begin. For guidelines related to the purposes of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. For a sole proprietor or disregarded entity, enter the owner's name in line 1 and enter the name of the disregarded entity's name in line 2.	
The District Community Development District	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for the federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following boxes.	
☐ Sole proprietorship ☐ Corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ U.S. When the tax classification is: C—Corporation, S—S corporation, E—Partnership Please check the "LLC" box (above) only, in the entry space, enter the appropriate code (1, 2, 3, or 4) for the tax classification of the U.S. unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions)	
Special Purpose Government	
3b If you are a sole proprietor, partnership, or trust/estate, check "LLC" and enter "P" if it has a classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.	
4 Enter the federal tax classification of the entity/individual whose name is entered on line 1. See instructions.	
5 Enter the federal tax classification of the entity/individual whose name is entered on line 1. See instructions.	
6 Enter the federal tax classification of the entity/individual whose name is entered on line 1. See instructions.	
7 Enter the federal tax classification of the entity/individual whose name is entered on line 1. See instructions.	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

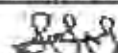
Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign this certification. But you must provide your correct TIN. See the instructions for Part II, later.

Sign Here 

Date 04/13/2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 2b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedule K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity from W-9 requester who is required to file an information return with the IRS is giving you this form because they

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS DV

CHANGE ORDER NO.: 10

Owner: The District Community Development District Owner's Project No.: 2024-01
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547004
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B – CDD Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B – CDD Project (Streetscape Improvements)
 Date Issued: February 26, 2025 Effective Date of Change Order: February 26, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price will be increased by \$31,926.73 for the following items:

- The Contract Price will be increased by \$5,911.87 for extending the primary electrical conduit from the streetscape to the marina transformer location. See UCC Estimate No. 009.R1 for further detail.
- The Contract Price will be increased by \$26,014.86 for extending the secondary electrical conduit from the transformer to the existing conduit installed under the Phase 3 contract. See UCC Estimate No. 011 for further detail.

Attachments: UCC Estimate No. 009.R1, UCC Estimate No. 011

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 4,882,102.74	Substantial Completion: 566 days
	Ready for final payment: 599 days
Decrease from previously approved Change Orders:	Increase/Decrease from previously approved Change Orders:
\$ (601,184.30)	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 4,280,918.44	Substantial Completion: 566 days
	Ready for final payment: 599 days
Increase this Change Order:	Increase/Decrease this Change Order:
\$ 31,926.73	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 4,312,845.17	Substantial Completion: 566 days
	Ready for final payment: 599 days

Recommended by Engineer (if required)

By: *Kimley-Horn and Associates, Inc.*

Title: *William J. Schilling Jr., P.E.*

Date: *February 26, 2025*

Authorized by Owner *Vertex for CDD/CA*

By: *Nekeshia Morton*

Title: *Managing Director*

Date: *March 20, 2025*

Accepted by Contractor

[Signature]

President

Feb 27, 2025

Approved by Funding Agency (if applicable)



Date: 25-Feb-25
 Attn: Anne Wailing @ Kimley Horn
 UCC Estimate No.: 000.R1

[illegible]

Qualifications: - Standard qualifications from UGC certified guide to apply for this scope of work.
Qualification is valid for 20 days

Eni DiPinto
LIFE GROUP INC.
Orlando

Triangle: www.triangle.com



DOBSON ELECTRIC INC.

Dobson Electric, Inc.
FL EC #13006075
6925 West Beaver Street Jacksonville, FL 32254
SUBJECT: The district
DATE: 2/25/25

We are pleased to present this proposal for the above-mentioned project.

Parks primary

1. All labor and MISC materials are included for the following
2. Excavate and backfill for new primary conduits
3. Supply and install 3 JEA 4" approved conduits and fittings per the drawings provided.
4. Supply 2 JEA approved transformer pads.
5. Install pull strings in conduits.



MARINA COST _____ \$5,295

No provisions have been made for the following.

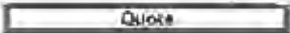
Removal of contaminated soils
Surveying
As-builds
Grounding

Lance Solomon

Dobson Electric Inc.

Lsoloman@dobsonelectric.com

904-523-1597



Date: 12-Feb-25
 Attn: Anna Walling @ Kinley Horn
 UCC Estimate No.: 011

No.	Detaill No.,	Item Description	Quantity	Unit	Unit Price	Total
		We are pleased to submit the following pricing for your review:				
		Extend Candler from the Marlin				
		Labor				
1.00		Superintendent, Regular Time	2	Hrs	\$ 71.50	\$ 143.00
2.00		Foreman, Regular Time	8	Hrs	\$ 61.75	\$ 494.00
3.00		Skilled Labor, Regular Time	24	Hrs	\$ 58.35	\$ 1,352.40
4.00						\$ -
5.00						\$ -
		Material				
6.00						\$ -
7.00						\$ -
8.00						\$ -
9.00						\$ -
10.00						\$ -
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
16.00		Sales Tax	1	LS	\$ -	\$ -
		Equipment				
16.00		Skid Steer	3	Days	\$ 445.00	\$ 1,335.00
19.00						\$ -
20.00						\$ -
21.00						\$ -
22.00						\$ -
23.00						\$ -
24.00						\$ -
25.00						\$ -
26.00		Sales Tax		LS	\$ 66.97	\$ 66.97
		Subcontractor				
27.00		Cobson Electric	1	LS	\$ 19,886.00	\$ 19,886.00
28.00						\$ -
29.00						\$ -
30.00						\$ -
					Subtotal	\$3,300.37
					Margin 10.0%	\$ 2,330.04
					Performance and Payment Bond 1.5%	\$ 384.86
					Total Quote	\$ 28,014.66

Total Quota	\$	26,014.86
-------------	----	-----------

Colander & Firth Asset Management, Suite 400 • Orlando, FL 32817 • P: 407.244.0583 • F: 407.412.0730
T: 407.244.0583 • www.colandfirth.com

PROPOSAL / ESTIMATE FOR CONTRACT MODIFICATION

26-Feb-25

CONTRACT TITLE:

REFERENCE NO.:

PROPOSAL NO.:

DESCRIPTION:

Materials		\$	1,002.00	
MISC		\$	200.00	
		\$	-	
		\$	-	
TOTAL MATERIAL		\$	1,202.00	
Sales Tax on Material	7.0%	\$	90.15	
TOTAL MATERIAL WITH TAX				\$ 1,292.15
Labor Hours (Regular)	100.00			
Regular Labor Rate	35.00	\$	7,000.00	
Labor Hours (Overtime)	0.00			
Overtime Labor Rate	38.25	\$	-	
Supervision	0%	\$	-	
Labor Burden	55%	\$	3,650.00	
Total Labor				\$ 10,850.00
equipment		\$	5,000.00	
fuel	0%	\$	150.00	
Truck box		\$	1,825.78	
Sales Tax on Rental Equip.	7.0%	\$	-	
Total Equip./Subcontracts				\$ 5,150.00
Field Overhead	0%	\$	-	
Overhead	0%	\$	-	
Total Overhead				\$ -
Profit	15%	\$	2,593.82	
SUBTOTAL				\$ 19,885.97
Bond	0.00%	\$	-	
TOTAL				\$ 19,885.97

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS DVI

CHANGE ORDER NO.: 12

Owner: The District Community Development District Owner's Project No.: 2024-01
 Engineer: Kimley-Horn and Associates, Inc. Engineer's Project No.: 045547004
 Contractor: UCC Group, Inc. Contractor's Project No.: US2024015
 Project: Phase 3B – CDD Project
 Contract Name: Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
 Phase 3B – CDD Project (Streetscape Improvements)
 Date Issued: February 26, 2025 Effective Date of Change Order: February 26, 2025

The Contract is modified as follows upon execution of this Change Order:

Description: The Contract Price will be increased by \$67,030.35 for the landscape features in the roundabout including a 14" live oak tree, 2.5' berm, landscaping, irrigation and electrical improvements. See UCC Estimate No. 008C.R1 for further detail.

Attachments: UCC Estimate No. 008C.R1

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 4,882,102.74	Substantial Completion: 566 days
	Ready for final payment: 599 days
Decrease from previously approved Change Orders:	Increase/Decrease from previously approved Change Orders:
\$ (569,257.57)	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 4,312,845.17	Substantial Completion: 566 days
	Ready for final payment: 599 days
Increase this Change Order:	Increase/Decrease this Change Order:
\$ 67,030.35	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 4,379,875.52	Substantial Completion: 566 days
	Ready for final payment: 599 days

Recommended by Engineer (if required)

By: Kimley-Horn and Associates, Inc.

Title: William R. Smith, P.E.

Date: February 26, 2025

Authorized by Owner Veritas for CDD/CAT

By: Deborah Norton

Title: Managing Director

Date: March 20, 2025

Accepted by Contractor

[Signature]

President

Feb 26, 2025

Approved by Funding Agency (if applicable)



Quote

Project Name: Riversedge Park
Prudential Drive, Jacksonville, FL
Project Owner: CRA

Date: 10-Jan-25
Attn: Anna Walling @ Kimley Horn
UCC Estimate No.: 008C.R1

No.	Detail No.	Item Description	Quantity	Unit	Unit Price	Total
		<i>We are pleased to submit the following pricing for your review:</i>				
		Landscaping Center Island of the Roundabout				
		Per "Roundabout Planting Plan" - Dated February 2025				
1.00		14" Live Oak, Shrub & Mulch, Irrigation, 2 1/2" Bandup	1	LS	\$ 52,512.00	\$ 52,512.00 ✓
2.00		MOT	1	LS	\$ 935.00	\$ 935.00
3.00		AD Paving Protection & Cleanup	1	LS	\$ 3,981.14	\$ 3,981.14 ✓
4.00		Upights	1	LS	\$ 2,620.00	\$ 2,620.00
5.00						\$ -
6.00						\$ -
7.00						\$ -
8.00						\$ -
9.00						\$ -
10.00						\$ -
11.00						\$ -
12.00						\$ -
13.00						\$ -
14.00						\$ -
15.00						\$ -
					Subtotal	\$ 60,035.14
				Markup	10.0%	\$ 6,003.61
				Performance and Payment Bond	1.5%	\$ 980.60
				Total Quote		\$ 67,030.35

Qualifications:

- Standard qualifications from UCC contract quote to apply for this scope of work
- Quotation is valid for 30 days

Pat DiPaolo
UCC GROUP INC.,
 Orlando

Orlando: 7180 Sand Lake Road, Suite 300 • Orlando, FL • 32819 • P 407-240-6013 • F 407-433-0730

Tampa • Vero Beach • Orlando
www.uccgroup.com



January 7, 2025

To: Graham Duthie / Stanley Lee
UCC Group

From: John Sepa

Subject: Rivers Edge Roundabout Proposal

Graham / Stanley,

Based on the plans by Kimley Horn, dated November 2024, Liberty Landscape Supply proposes the following to include all labor, materials, equipment, taxes, delivery, installation, warranty, insurance, etc.:

LANDSCAPE – BASE BID (1.5' HT SLOPED BERM)

- Tree (14" Cal Live Oak)
- Shrubs & Mulch (Double Shredded Hardwood)
- Soil
- Irrigation

LANDSCAPE – ALTERNATE 1 (2.5' HT SLOPED BERM)

- Tree (14" Cal Live Oak)
- Shrubs & Mulch (Double Shredded Hardwood)
- Soil
- Irrigation

LANDSCAPE – ALTERNATE 2 (FLAT – 6" TOPSOIL)

- Tree (14" Cal Live Oak)
- Shrubs & Mulch (Double Shredded Hardwood)
- Soil
- Irrigation



TOTAL \$40,894

Best Regards,

John Sepa
Sr. Sales Manager

Liberty Landscape Supply
5825 SR16 East
St. Augustine, FL 32092
Cell: (904)891-4359
Email: johns@libertylandscapesupply.com



DOBSON ELECTRIC INC.

Dobson Electric, Inc.
FL EC #13006075
6925 West Beaver Street Jacksonville, FL 32254
SUBJECT: Rivers Edge
DATE: 2/12/25

We are pleased to present this proposal for the above-mentioned project.

CO#1

1. Add 2 up lights per the cut sheets provided.
2. Cost is based on the approved SOV @ \$1,314 each.

TOTAL COST _____ **\$2,628**

Lance Solomon
Dobson Electric Inc.
Lsolomon@dobsonelectric.com
904-523-1597

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Debt Service Fund Series 2023 A1	Debt Service Fund Series 2023 A2	Capital Projects Fund Series 2023 A1	Capital Projects Fund Series 2023 A2	Capital Projects Fund Series 2024 Marina Ban	Total Governmental Funds
ASSETS							
Cash	\$ 894,239	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 894,239
Cash - Reserved for VCTC Credits	346,654	-	-	-	-	-	346,654
Investments							
Revenue	-	15,684	9,452	-	-	-	25,136
Reserve	-	39,043	2,070,976	-	-	-	2,110,019
Capitalized interest	-	80	-	-	-	-	80
Construction	-	-	-	195,923	749,809	103,692	1,049,424
Cost of issuance	-	-	312	-	-	-	312
Sinking	-	2,121	-	-	-	-	2,121
Deposit - JEA Water	4,468	-	-	-	-	-	4,468
Accounts receivable	29,245	-	-	-	-	-	29,245
Due from Landowner	50,000	-	-	-	-	-	50,000
Due from debt service fund - 2023A1	5,252	-	-	-	-	-	5,252
Due from capital projects fund - 2023A2	1,563	-	88,350	-	-	-	89,913
Due from CPF Marina Ban 2024	28,750	-	-	-	-	-	28,750
Due from other	600	-	-	-	-	-	600
Total assets	<u>\$ 1,360,771</u>	<u>\$ 56,928</u>	<u>\$ 2,169,090</u>	<u>\$ 195,923</u>	<u>\$ 749,809</u>	<u>\$ 103,692</u>	<u>\$ 4,636,213</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 31,206	\$ -	\$ -	\$ -	\$ -	\$ 2,377	\$ 33,583
AP Construction	-	-	-	-	-	16,397	16,397
Contracts payable	-	-	-	-	1,809,899	-	1,809,899
Retainage payable	-	-	-	-	969,395	19,421	988,816
Due to Landowner	-	22,582	-	-	-	-	22,582
Due to general fund	-	5,252	-	-	1,563	28,750	35,565
Due to debt service fund - 2023A2	-	-	-	-	88,350	-	88,350
Tax payable	183	-	-	-	-	-	183
Landowner advance	90,296	-	-	-	-	-	90,296
Total liabilities	<u>121,685</u>	<u>27,834</u>	<u>-</u>	<u>-</u>	<u>2,869,207</u>	<u>66,945</u>	<u>3,085,671</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	29,245	-	-	-	-	-	29,245
Total deferred inflows of resources	<u>29,245</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>29,245</u>
Fund balances:							
Restricted for:							
Debt service	-	29,094	2,169,090	-	-	-	2,198,184
Capital projects	-	-	-	195,923	(2,119,398)	36,747	(1,886,728)
Committed							
Reserved for Capital Projects or O&M	346,654	-	-	-	-	-	346,654
Unassigned	863,187	-	-	-	-	-	863,187
Total fund balances	<u>1,209,841</u>	<u>29,094</u>	<u>2,169,090</u>	<u>195,923</u>	<u>(2,119,398)</u>	<u>36,747</u>	<u>1,521,297</u>
 Total liabilities, deferred inflows of resources and fund balances	 <u>\$ 1,360,771</u>	 <u>\$ 56,928</u>	 <u>\$ 2,169,090</u>	 <u>\$ 195,923</u>	 <u>\$ 749,809</u>	 <u>\$ 103,692</u>	 <u>\$ 4,636,213</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 974,089	\$ 1,298,784	75%
Developer contribution	-	66,594	-	N/A
Interest and miscellaneous	114	3,742	-	N/A
Total revenues	<u>114</u>	<u>1,044,425</u>	<u>1,298,784</u>	80%
EXPENDITURES				
Professional & administrative				
Supervisor fees	46	137	6,459	2%
Management	4,000	24,000	48,000	50%
CRA/city grant administration	417	2,500	5,000	50%
DSF accounting - series 2023	1,563	9,375	18,750	50%
DSF accounting - series 2022 marina	521	3,125	6,250	50%
Legal	533	7,129	50,000	14%
Engineering	-	2,775	50,000	6%
Audit	-	-	7,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent - series 2023	437	2,625	5,250	50%
Dissemination agent - series 2022 marina	146	875	1,750	50%
Trustee	-	8,250	19,000	43%
Telephone	16	100	200	50%
Postage	-	309	500	62%
Printing & binding	41	250	500	50%
Legal advertising	96	865	1,700	51%
Annual special district fee	-	175	175	100%
Insurance	-	6,477	8,500	76%
Contingencies/bank charges	-	12	1,000	1%
Meeting room rental	-	-	900	0%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>7,816</u>	<u>69,684</u>	<u>233,849</u>	30%

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field Ops Management	600	1,800	225,000	1%
Onsite Office Supplies	-	-	25,000	0%
Onsite Office Insurance	-	-	40,000	0%
Accounting	-	-	7,500	0%
Event Programming	-	-	262,500	0%
Stormwater Inspection & cleaning	-	-	15,000	0%
Lighting				
Electricity	-	-	20,000	0%
Repairs & maintenance	-	-	2,500	0%
Landscape maintenance				
Maintenance contract	13,705	29,305	95,000	31%
Effluent supply	-	-	51,135	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	3,000	0%
Hardscape and support facilities mgmt				
Pressure washing	-	-	25,000	0%
Janitorial	-	-	35,000	0%
Supplies	-	-	2,000	0%
Utilities	-	-	7,500	0%
Public safety and ambassador services				
Contract services	-	6,240	133,000	5%
Technology and support	-	-	35,000	0%
Hydraulic containment system	-	-	37,500	0%
Field operations contingency	-	825	35,000	2%
Aquatic weed control	-	-	3,300	0%
Total field operations	<u>14,305</u>	<u>38,170</u>	<u>1,064,935</u>	
Total expenditures	<u>22,121</u>	<u>107,854</u>	<u>1,298,784</u>	
Excess/(deficiency) of revenues over/(under) expenditures	(22,007)	936,571	-	
Fund balances - beginning	1,231,848	273,270	362,038	
Committed				
Reserved for Capital Projects or O &M	-	-	346,654	
Unassigned	-	-	15,384	
Fund balance - ending (projected)	<u>1,209,841</u>	<u>1,209,841</u>	<u>362,038</u>	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A-1
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 30,516	\$ 40,688	75%
Interest	175	987	-	N/A
Total revenues	<u>175</u>	<u>31,503</u>	<u>40,688</u>	77%
EXPENDITURES				
Debt service				
Interest	-	20,344	40,688	50%
Total expenditures	<u>-</u>	<u>20,344</u>	<u>40,688</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	175	11,159	-	
Fund balances - beginning	28,919	17,935	59,645	
Fund balances - ending	<u>\$ 29,094</u>	<u>\$ 29,094</u>	<u>\$ 59,645</u>	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A-2
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 6,808	\$ 53,070
Total revenues	<u>6,808</u>	<u>53,070</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	6,808	53,070
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	211,050
Transfer in	-	88,350
Total other financing sources	<u>-</u>	<u>299,400</u>
Net change in fund balances	6,808	352,470
Fund balances - beginning	<u>2,162,282</u>	<u>1,816,620</u>
Fund balances - ending	<u><u>\$ 2,169,090</u></u>	<u><u>\$ 2,169,090</u></u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A-1
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 641	\$ 4,396
Total revenues	<u>641</u>	<u>4,396</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	641	4,396
Fund balances - beginning	195,282	191,527
Fund balances - ending	<u>\$ 195,923</u>	<u>\$ 195,923</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A-2
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 8,992	\$ 67,714
Total revenues	<u>8,992</u>	<u>67,714</u>
EXPENDITURES		
Contingencies	-	50
Construction Costs	512,971	4,739,359
Total expenditures	<u>512,971</u>	<u>4,739,409</u>
Excess/(deficiency) of revenues over/(under) expenditures	(503,979)	(4,671,695)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	6,000,568
Transfer out	-	(88,350)
Total other financing sources/(uses)	<u>-</u>	<u>5,912,218</u>
Net change in fund balances	(503,979)	1,240,523
Fund balances - beginning	(1,615,419)	(3,359,921)
Fund balances - ending	<u><u>\$ (2,119,398)</u></u>	<u><u>\$ (2,119,398)</u></u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024 MAR BAN
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Construction Costs	<u>-</u>	<u>378,757</u>
Total expenditures	<u>-</u>	<u>378,757</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(378,757)
Fund balances - beginning	<u>36,747</u>	<u>415,504</u>
Fund balances - ending	<u><u>\$ 36,747</u></u>	<u><u>\$ 36,747</u></u>

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of The District Community Development District held a Regular Meeting on March 17, 2025 at 1:30 p.m., at Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258.

Present:

Rose Bock	Chair
Kurt von der Osten	Vice Chair
Robert Mizell	Assistant Secretary

Also present:

Craig Wrathell	District Manager
Sarah Sandy (via telephone)	District Counsel
Bill Schilling	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:30 p.m.

Supervisors Bock, von der Osten and Mizell, were present. Two seats were vacant.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items (limited to 3 minutes per individual)

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consider Appointment of Supervisor(s) to Vacant Seats 1 and 2

This item was deferred.

- **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

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, Electing and Removing Officers of the District and Providing for an Effective Date

This item was deferred.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Supplementing and Amending Resolutions 2021-14 and 2021-17; Designating Deborah Morton of the Vertex Companies, LLC as a “Responsible Officer” for Approving and Executing Change Orders and “Project” Requisitions; Directing District Staff to Negotiate an Amendment to the Agreement Between the District and Fulcrum, LLC, as Acquired by the Vertex Companies, LLC, in Connection with Said Designation; Directing District Staff to Issue a certificate of Incumbency to the Bonds Trustee; and Providing for an Effective Date

Ms. Sandy presented Resolution 2025-04. This action is necessary due to Vertex Companies, LLC (Vertex) acquiring Fulcrum, LLC, with whom the CDD had an Agreement. It sets forth who, at Vertex, is designated to execute change orders and requisitions.

On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor, Resolution 2025-04, Supplementing and Amending Resolutions 2021-14 and 2021-17; Designating Deborah Morton of the Vertex Companies, LLC as a “Responsible Officer” for Approving and Executing Change Orders and “Project” Requisitions; Directing District Staff to Negotiate an Amendment to

the Agreement Between the District and Fulcrum, LLC, as Acquired by the Vertex Companies, LLC, in Connection with Said Designation; Directing District Staff to Issue a certificate of Incumbency to the Bonds Trustee; and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS**Consideration of Form of Sovereign Submerged Land Lease (SLL)**

Ms. Sandy discussed the Form of Sovereign Submerged Land Lease (SLL). Mr. Shilling noted that the Department of Environmental Protection is drafting the lease; both the CDD and the City will execute the lease.

This item was deferred.

SEVENTH ORDER OF BUSINESS**Consideration of Liberty Landscape Supply Landscape Maintenance Contract**

Mr. Shilling presented the Liberty Landscape (Liberty) Supply Landscape Maintenance Contract. The landscape maintenance services are anticipated to commence on about April 1, 2025, as the contractor will start turning over parts of the project. Liberty is the landscape contractor installing the landscaping, so it makes sense to engage them for maintenance.

Discussion ensued regarding landscape maintenance needed, Liberty's services, future Request for Proposals (RFP) for Landscape Services and the benefit of having the installation contractor and the maintenance contractor.

On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, the Liberty Landscape Supply Landscape Maintenance Contract, in substantial form, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Disclosure of Public Financing**

This item was deferred.

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

Mr. Wrathell presented the Unaudited Financial Statements as of January 31, 2025.

On MOTION by Mr. Von der Osten and seconded by Mr. Mizell, with all in favor, the Unaudited Financial Statements as of January 31, 2025, were accepted.

TENTH ORDER OF BUSINESS**February 10, 2025 Regular Meeting
Minutes**

On MOTION by Mr. Mizell and seconded by Mr. Von der Osten, with all in favor, February 10, 2025 Regular Meeting Minutes, as presented, were approved.

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

There was no report.

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

Mr. Schilling stated that security is expected to transition to 24 hours per day, seven days a week. With this, 45 hours per week will be added to the existing contract, necessitating an amendment to the contract.

On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, authorizing Staff to negotiate with First Coast Security Services, Inc. for the addition of 45 hours per week to the security services contract, authorizing District Counsel to prepare the amendment to the contract and authorizing the Chair to execute, were approved.

Discussion ensued regarding security issues with people trying to get on site.

Mr. Schilling, referencing an aerial map, provided the following updates:

- The fencing that was on site was shifted.

- 148 ➤ Landscaping and the roundabout and Broadcast, to the south, are finished.
- 149 ➤ The public can use two of the roundabout lanes.
- 150 ➤ A tree was installed in the roundabout.
- 151 ➤ The riverwalk is closed east of the School Board building. The City would like the full
- 152 riverwalk and the playground open by April 1, 2025 but, if not by April 1, it will likely be in April.
- 153 ➤ Once the riverwalk is open, the CDD will not be able to keep people from the
- 154 playground.
- 155 ➤ The structural soil for the trees is being installed for the trees along Rivers Edge
- 156 Boulevard. This is a pilot project being funded by a grant from the City's Tree Commission.
- 157 ➤ Paving of the sidewalks is completed with the exception of two areas.
- 158 Discussion ensued regarding playground access and parking, the gate, the entrance to
- 159 the apartments and dedication of the roads to the City.
- 160 ➤ The City wants to hold a ribbon cutting event for the Northeast Park, which would also
- 161 essentially include the riverwalk opening. It will likely occur in April or May, with May being
- 162 more likely.

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

- 164 • **NEXT MEETING DATE: April 21, 2025 at 1:30 PM**

- 165 ○ **QUORUM CHECK**
- 166

167 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

168

169 There were no Board Members' comments or requests.

170

171 **THIRTEENTH ORDER OF BUSINESS**

Public Comments: Non-Agenda Items
(limited to 3 minutes per individual)

172

173

174 No members of the public spoke.

175

176 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

177

178 **On MOTION by Ms. Bock and seconded by Mr. von der Osten, with all in favor,**

179 **the meeting adjourned at 2:11 p.m.**

180

181

182

183

184

185 _____
Secretary/Assistant Secretary

Chair/Vice Chair

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS



OFFICE OF THE SUPERVISOR OF ELECTIONS

JERRY HOLLAND
SUPERVISOR OF ELECTIONS
OFFICE (904) 255-8683
CELL (904) 318-6877

105 EAST MONROE STREET
JACKSONVILLE, FLORIDA 32202
FAX (904) 255-3434
E-MAIL JHOLLAND@COJ.NET

May 9, 2025

Daphne Gillyard
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear Daphne,

The information you requested on April 5, 2025, appears below:

Arbors Community Development District- 350 Registered Voters as of 4/15/2025

Cope's Landing Community Development District- 273 Registered Voters as of 4/15/2025

District Community Development District- 0 Registered Voters as of 4/15/2025

Ryals Creek Community Development District- 100 Registered Voters as of 4/15/2025

If you have any questions or need additional assistance, please contact Aries Torres at 904-219-9302.

Sincerely,

Cierra Fackler
Director of Candidates and Records

DISTRICT COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2024	Regular Meeting	1:30 PM
November 18, 2024	Landowners' Meeting	1:30 PM
November 18, 2024 CANCELED	Regular Meeting	1:30 PM
December 16, 2024 CANCELED	Regular Meeting	1:30 PM
January 13, 2025* CANCELED	Regular Meeting	1:30 PM
February 10, 2025**	Regular Meeting	1:30 PM
March 17, 2025	Regular Meeting	1:30 PM
April 21, 2025 CANCELED	Regular Meeting	1:30 PM
May 19, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	1:30 PM
June 16, 2025 CANCELED NO QUORUM	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.