

THE DISTRICT

**COMMUNITY DEVELOPMENT
DISTRICT**

August 18, 2025

BOARD OF SUPERVISORS

**PUBLIC HEARING
AND 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

August 11, 2025

Board of Supervisors
The District Community Development District

Dear Board Members:

The Board of Supervisors of The District Community Development District will hold a Public Hearing and Regular Meeting on August 18, 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 2025-13, Electing and Removing Officers of the District and Providing for an Effective Date
5. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2025-14, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

ATTENDEES:

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

6. Consideration of Resolution 2025-15, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
8. Consideration of Direct Collection Agreement FY 2026 [Elements Development of Jacksonville, LLC]
9. Update: Submerged Land Lease
10. Phase 3B Construction Project
 - A. Update on Status
 - I. Letter to UCC Group Regarding TVM Contracts dated August 12, 2025
 - B. Consideration of Personnel Leasing Agreement with Elements Development of Jacksonville, LLC (*in substantial form*)
11. Ratification Items
 - A. Letter of Authorization - CDD Well Permit
 - B. Liberty Landscape Supply Landscape and Irrigation Maintenance Agreement
 - C. Wausau Tile, Inc. Purchase Order No WT2024-01, Amendment #1 [RiversEdge Phase 3B]
 - D. Developer Funding Request No. 1 dated July 21, 2025
 - E. Developer Funding Request No. 2 dated August 13, 2025
12. Acceptance of Unaudited Financial Statements as of June 30, 2025
13. Approval of Meeting Minutes
 - A. May 19, 2025 Regular Meeting
 - B. June 11, 2025 Special Meeting

14. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Kimley-Horn and Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: September 15, 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

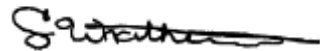
15. Board Members' Comments/Requests

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

17. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Andrew Kantarzhi at (415) 516-2161.

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

3

**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

4

RESOLUTION 2025-13

**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 August 18, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of August 18, 2025:

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

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzhi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this 18th day of August, 2025.

ATTEST:

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

5A

STATE OF FLORIDA,

S.S.

COUNTY OF DUVAL,

Before the undersigned authority personally appeared Nichol Stringer, who on oath says that she is the Publisher's Representative of the JACKSONVILLE DAILY RECORD, a weekly newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Public Hearing to Consider the Adoption of the Fiscal Year 2026 Proposed Budget(s); and Notice of Regular Board of Supervisors' Meeting

in the matter of The District Community Development District

in the Court, was published in said newspaper by print in the issues of 7/24/25, 7/31/25.

Affiant further says that the JACKSONVILLE DAILY RECORD complies with all legal requirements for publication in Chapter 50, Florida Statutes.

*This notice was published on both
jaxdailyrecord.com and floridapublicnotices.com.



Nichol Stringer

Sworn to and subscribed before me this 31st day of July, 2025 by Nichol Stringer who is personally known to me.

RHONDA L FISHER
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 599731
MY COMMISSION EXPIRES OCT. 03, 2028



Seal

Notary Public, State of Florida

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEAR-
ING TO CONSIDER THE
ADOPTION OF THE FIS-
CAL YEAR 2026 PROPOSED
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF SUPER-
VISORS' MEETING.**

The Board of Supervisors ("Board") of the District Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: August 18, 2025

TIME: 1:30 p.m.

LOCATION: Kimley-Horn & Associates

12740 Gran Bay Parkway West,
Suite 2350

Jacksonville, Florida 32258

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 Ph: (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at thedistrictcdd.org.

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

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager

Jul. 24/31 00 (25-04156D)

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2025-14
[FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of The District Community Development District (“**District**”) prior to June 15, 2025, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

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

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

SECTION 1. BUDGET

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

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for The District Community Development District for the Fiscal Year Ending September 30, 2026."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED AND ADOPTED THIS 18TH DAY OF AUGUST, 2025.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2026 Budget

Exhibit A: FY 2026 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	40,688	54,086	10,172	64,258	81,042
EXPENDITURES					
Debt service					
Principal	-	-	-	-	35,000
Interest	40,688	20,344	20,344	40,688	40,688
Total debt service	40,688	20,344	20,344	40,688	75,688
Other fees & charges					
Tax collector	-	-	-	-	2,955
Total other fees & charges	-	-	-	-	2,955
Total expenditures	40,688	20,344	20,344	40,688	78,643
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

6

RESOLUTION 2025-15
[FY 2026 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

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

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

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

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

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.
 - b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
- 3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2026 installment of the District's previously levied debt service special assessments ("**Debt Assessments**," and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
- 4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be

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

- i. *Due Date (O&M Assessments)*. O&M Assessments directly collected by the District shall be due and payable in full on **October 1, 2025**; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **October 1, 2025**, **25%** due no later than **February 1, 2026**, and **25%** no later than **April 1, 2026**.
 - ii. *[RESERVED]*.
 - iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.
- c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District.

The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

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

PASSED AND ADOPTED this 18th day of August, 2025.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

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

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

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

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

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

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

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

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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**DIRECT COLLECTION AGREEMENT
FY 2026**

This **Agreement** ("**Agreement**") is made and entered into effective as of October 1st, 2025, by and between:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (hereinafter "**District**"), is located in Duval County, Florida ("**County**"), and whose mailing address is District's Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; and

ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a Florida limited liability company and the owner of certain property located within the boundaries of the District (hereinafter, the "**Property Owner**," and together with the District, "**Parties**"), and whose mailing address is 2538 River Road, Jacksonville, Florida 32207. For purposes of this Agreement, the term "**Property**" shall refer to that certain property within the District owned by the Property Owner on the Effective Date of this Agreement.

RECITALS

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District was established for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District determined to undertake various operations and maintenance and other activities described in the District's adopted budget ("**Adopted Budget**"); and

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

WHEREAS, pursuant to Resolution 2025-15 ("**Annual Assessment Resolution**"), the District's Board levied special assessments to fund the operations and maintenance of the Adopted Budget ("**O&M Assessments**") in the amounts set forth in Adopted Budget and the assessment roll attached to the Annual Assessment Resolution ("**Assessment Roll**"), and set forth

the method by which the O&M Assessments and the FY 2026 installment of the District's previously levied debt service assessments ("**Debt Assessment**," and together with the O&M Assessments, "**Assessments**") shall be collected and enforced; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District; and

WHEREAS, pursuant to Florida law, the District certified the Assessment Roll relating to the "**Direct Collect Property**" for direct collection by the District in accordance with Florida law; and

WHEREAS, as the Property is identified on the Assessment Roll as Direct Collect Property, the District and Property Owner desire to arrange for the direct collection and direct payment of the District's Assessments levied against the Property.

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

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

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Assessments have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District, including the Property. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to, or otherwise fail to pay such Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the Assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time such payment is due or paid. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner at least thirty (30) days prior to the first Assessment due date, indicating the exact amount of the Assessment being certified for collection in FY 2026. The Assessments attributable to the Property shall be due and payable on the dates and in the amounts set forth in the Annual Assessment Resolution. The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative, additional method for collection of the Assessments. This Agreement shall not affect the District's ability to collect and enforce its Assessments by any other method authorized by Florida law. Property Owner

acknowledges that the failure to pay the Assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent Assessments may be certified for collection on a future County tax bill. In the event that an Assessment payment is not made in accordance with the schedule stated above, the whole of such Assessment – including any remaining partial, deferred payments for FY 2026, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to Chapter 197, Florida Statutes ("**Uniform Method**"), on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

5. **NOTICE.** All notices, requests, consents and other communications under this Agreement, but excluding invoices ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00p.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 Parties may deliver Notice on behalf of the Parties. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses 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 addresses set forth in this Agreement.

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

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

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either Party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' FEES.** In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

12. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

[SIGNATURES ON NEXT PAGE]

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

Attest:

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

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

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A: Description of the Property

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

10AI

DISTRICT COMMUNITY DEVELOPMENT DISTRICT

August 12, 2025

UCC Group, Inc.
Attn: Graham Duthie – General Manager, Southeast
7380 Sand Lake Rd., Suite 500
Orlando, Florida 32819

Re: District CDD – Artwork and Pavilion

Graham:

The District Community Development District (CDD) recently initiated a comprehensive review of the budgets, timetables, and other aspects of the CRA Projects and CDD Projects, including, but not limited to, the work under the TVM Contracts (capitalized terms used but not defined herein shall have the meanings set forth in the Agreements referenced in Schedule 1).

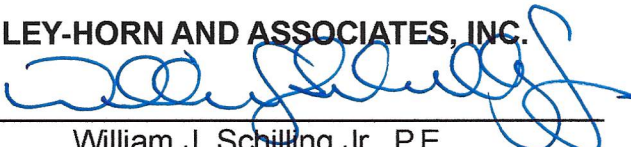
To allow sufficient time for this review, the Contractor is hereby instructed to, until the earlier of 30 calendar days from the date of this letter or further notice from the District, (i) suspend all work under the UCC Contracts related to the Artwork (as defined in the Pearl Contract) and the Pavilion (as defined in the Pavilion Contract), (ii) refrain from making payments under the TVM Contracts to the extent permitted by law and the Agreements, and (iii) refrain from approving payments under the TVM Contracts. The Contractor is further instructed to notify TVM and any other applicable subcontractors and consultants of this temporary suspension of work.

Nothing in this letter constitutes an agreement by the District to enter into any amendment, waiver, or other modification of the UCC Contracts or the TVM Contracts, nor shall this letter constitute a waiver by the District of any provisions of the Agreements. The District reserves all rights under the Agreements, including but not limited to all such rights as they relate to delays in the work under the TVM Contracts.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By:



William J. Schilling Jr., P.E.
District Engineer

cc: Mr. Craig Wrathell, District Manager (Wrathell Hunt & Associates)
Ms. Sarah Sandy, District Counsel (Kutak Rock LLP)

DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Schedule 1

Agreements

1. Agreement between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CRA Project (Parks, Riverwalk, and Streetscape Improvements) dated May 17, 2024, as supplemented and amended by the fully executed change orders thereto (the “**Phase 3B CRA Contract**”) by and between The District Community Development District (the “**District**”) and UCC Group, Inc. (the “**Contractor**”).

2. Agreement between Owner and Contractor for Construction Contract (Stipulated Price) Phase 3B – CDD Project (Streetscape Improvements) dated May 17, 2024, as supplemented and amended by the fully executed change orders thereto (the “**Phase 3B CDD Contract**” and, together with the Phase 3B CRA Contract, the “**UCC Contracts**”) by and between the District and the Contractor.

3. Subcontract between Contractor and TheVeryMany, LLC (“**TVM**”) for Fabrication, and Installation of Artwork (the “**Pearl Contract**”).

4. Subcontract between Contractor and TVM for Fabrication, and Installation of Pavilion Shell dated May 9, 2025 (the “**Pavilion Contract**” and, together with the Pearl Contract, the “**TVM Contracts**,” the UCC Contracts and TVM Contracts together shall herein be referred to as the “**Agreements**”).

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

10B

PERSONNEL LEASING AGREEMENT

[PROJECT MANAGEMENT AND DEVELOPMENT RELATED SERVICES]

THIS PERSONNEL LEASING AGREEMENT (the “**Agreement**”) is made and entered into this 18th day of August, 2025 (“**Effective Date**”), by and between **ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC** (the “**Developer**”), and **DISTRICT COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating, and/or maintaining certain improvements within and without its boundaries (the “**Development**”); and

WHEREAS, Wrathell, Hunt & Associates, LLC (the “**District Manager**”) is charged with the supervision of the works of the District including the hiring or provision of District employees, independent contractors, and other personnel; and

WHEREAS, Kimley-Horn and Associates, Inc. (the “**District Engineer**”) is charged with the supervision of the District Projects (hereinafter defined), including but not limited to the acting as the District’s representative in connection with such; and

WHEREAS, the District has a need to utilize certain supplemental part time personnel to assist with construction project management and development related services and/or oversight of the same (the “**Services**”) related to the provision of its public infrastructure projects, including specifically the Phase 3B and Phase 4 construction projects (the “**District Projects**”); and

WHEREAS, due to the varying and inconsistent nature of the District’s construction activities, the District’s resources are best utilized by providing for the Services through the temporary leasing of such personnel rather than by the District hiring its own full or part time personnel; and

WHEREAS, the Developer employs and/or contracts full-time personnel who oversee the Developer’s ongoing development activities within the Development (the “**Developer Projects**,” and together with the District Projects, the “**Projects**”); and

WHEREAS, the District Projects and the Developer Projects are intertwined such that the timely and successful delivery of each of the Projects is dependent on the timely and successful delivery of the other; and

WHEREAS, the District accordingly desires to enter into an agreement with the Developer to provide certain personnel to the District on an as-needed, part time basis, in order to assist the District with the completion of the Services and the Developer is amenable to same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. The District hereby agrees to lease from the Developer, and the Developer hereby agrees to lease to the District, an individual or individuals acceptable to the District, for whatever sufficient time each week is necessary to complete the Services as set forth in more detail herein (the “**Development Administrator(s)**”). In such capacity, Development Administrator(s) shall authority to represent and act on behalf of the District solely in connection with the Services.

3. DUTIES. The Development Administrator(s) shall be responsible for providing the Services on a part time, as-needed basis, to the District relative to the District Projects. All services required to be rendered by the Development Administrator(s) hereunder on the District’s behalf shall be rendered subject to the consent and direction of the District through the offices of the District Engineer and/or District Manager.

4. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT OF DEVELOPMENT ADMINISTRATOR(S). For the avoidance of doubt, the Development Administrator(s) shall be deemed independent contractors, and not employees, of the District. In no event shall this Agreement be construed as an employment agreement between the Development Administrator(s) and the District. Neither the Developer, the Development Administrator(s), nor the employees of the Developer, 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 Developer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Developer, if there are any, in the performance of this Agreement, including but not limited to any salary, employee benefits, or payroll-related taxes and charges associated with such person(s) serving as Development Administrator(s). Except as otherwise set forth in this Agreement, the Development Administrator(s) shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Development Administrator(s) shall have no authority to represent the District as an agent, employee, or in any other capacity.

5. COMPENSATION TO THE DEVELOPER FOR LEASE OF PERSONNEL. Due to i) the cost and time efficiencies gained for both parties’ development of the Projects, and ii) other mutual benefit to the parties resulting from the Developer’s provision of the Development Administrator(s), the parties acknowledge and agree there shall be no compensation for and in consideration of the utilization of the Development Administrator(s) by the District. Accordingly, any office space, supplies, support services, and/or other overhead or facilities needed by the

Development Administrator(s) in furtherance of the completion of the Services hereunder shall be furnished by the Developer at no cost to the District.

6. RELATIONSHIPS. The Developer and the District shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other, and neither shall have the power to bind or obligate the other.

7. TERM; TERMINATION. The term of this Agreement shall be for a one (1) year period commencing as of the Effective Date. This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, without cause, by giving at least ten (10) days written notice to the other party or immediately with cause.

8. PREVAILING PARTY. If it should become necessary for either of the parties to resort to legal action, the substantially non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the substantially prevailing party, including but not limited to attorneys' fees, paralegal fees and expert witness fees and costs.

9. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Developer: Elements Development of Jacksonville, LLC
c/o PHCC LLC
d/b/a Preston Hollow Community Capital
2121 N. Pearl Street, Suite 600
Dallas, Texas 75701

With a copy to: Foley & Lardner LLP
One Independent Drive | Suite 1300
Jacksonville, FL 32202-5017
Attn: David Cook

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

With a copy to: Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, FL 32258
Attn: District Engineer

Kutak Rock LLP
107 West College Avenue

Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

10. INDEMNIFICATION. The Developer agrees to indemnify and hold the District harmless from and against any and all damages, losses, or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions, or negligence of the Development Administrator(s).

11. SOVEREIGN IMMUNITY. The Developer agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

12. INSURANCE. The Developer shall, at its own expense, maintain insurance during the performance of the Development Administrator(s) services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000
Property Damage (including Contractual)	\$1,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	

The Developer shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement. The Developer is responsible to notify the District immediately of any cancellation or non-renewal of insurance. If the Developer receives notice of cancellation or non-renewal from an insurer, then the Developer shall deliver to the District a copy of such notice within five (5) days of receipt of such written notice. Insurance coverage shall be from a

reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall the Developer fail to maintain insurance in the above amounts.

If the Developer fails to have secured and maintained the required insurance, the District shall notify Developer and, if such failure is not cured within three (3) business days of the Developer's receipt of such notice, the District shall have the right to terminate this Agreement with immediate effect on notice to the Developer.

13. THIRD-PARTY BENEFICIARIES; BINDING EFFECT. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

14. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Duval County, Florida.

15. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

16. PUBLIC RECORDS. 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 AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

17. UNENFORCEABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter.

19. ASSIGNMENT. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

20. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Attest:

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

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

By: _____

Name: _____

Title: _____

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

This Notice of Authorization is not a complete summary of the issued permit or verification. Provisions in this Notice of Permit shall not be used in interpreting the permit or verification provisions. In the event of conflict between this Notice of Permit and the permit or verification, the permit or verification shall control.

This Notice is Not an Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Corps.

This Notice of Authorization is executed on this 2nd day of July, 2025. This document is being submitted for recordation in the Public Records of Duval County, Florida as part of the requirement imposed by the authorization **SAJ- 2003 - 01425** issued by Corps.

Permittee: The District Community Development District
Attn: Mr. Craig Wrathell

Craig Wrathell, District Manager

Address:

2300 Glades Road, Suite 410 West

Boca Raton, Florida 33431

Phone: 561-571-0010

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of July, 2025, by Craig Wrathell, who is personally known to me or has produced _____ as identification.



DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

Daphne Gillyard
Notary Public

Print

My Commission Expires 8/20/2027

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into on July 1, 2025 (“**Effective Date**”), 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 c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), and

FERNANDINA MULCH & STONE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, D.B.A. LIBERTY LANDSCAPE SUPPLY, with an address of 13385 North Main Street Jacksonville, FL 32218 (“**Contractor**”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B** (collectively the “**Landscape Maintenance Areas**” and each individually referred to as an “**Area**”), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Areas may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary attached hereto as **Exhibit C (“Fee Summary”)** and incorporated herein by

this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement. Notwithstanding anything else provided in this Section 2.A., both the District and Contractor acknowledge certain Landscape Maintenance Areas are still currently under construction and not yet ready for the Work hereunder to be provided to such Area. Therefore, District and Contractor agree that Work in each Area shall only commence upon the date(s) identified by the District Representative in one or more written notices to Contractor (each date on which Work is started for an individual Area being referred to as its “**Work Start Date**”).

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. Rain Days. In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. Protection of Property. Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. District Representative; Reporting. The District shall designate in writing a person to act as the District’s representative (“**District Representative**”) with respect to the Work to be performed under this Agreement. The District 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 Contractor’s services, including the Work.

i. The District hereby designates the District Engineer or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District Representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. Deficiencies. Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the

time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. ***Independent Contractor Status.*** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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.

3. **COMPENSATION; TERM.**

A. ***Term.*** The term of this Agreement shall be from the Effective Date to September 30, 2026 (“**Year 1**”), unless terminated earlier in accordance with the terms of this Agreement.

B. ***Compensation.*** As compensation for the Work in Year 1, the District agrees to pay Contractor in accordance with the Fee Summary attached here as **Exhibit C**; provided however, Contractor agrees it shall only be provided compensation for the Work in any particular Area after such Areas’ Work Start Date.

C. ***Additional Work.*** Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. ***Payments by the District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.

Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, 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 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 Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that 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.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. Insurance Required. Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. 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 primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. Sub-Contractors. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. Payment of Premiums. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. Notice of Claims. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. Failure to Provide Insurance. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *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.

B. *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 or due to oversight; 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.

C. *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.

D. *Assignment.* Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. *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.

F. *Attorneys' Fees.* In the event that either the District or 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, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the 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 Contractor: Fernandina Mulch & Stone, LLC dba
Liberty Landscape Supply
13385 North Main Street
Jacksonville, FL 32218
Attn: Mike Zaffaroni

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

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and Contractor 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 District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; 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. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Duval County, Florida.

M. *Public Records.* 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, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*,
TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC**

**RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
WRATHELLC@WHHASSOCIATES.COM, (877) 276-
0889, AND 2300 GLADES ROAD, SUITE 410W, BOCA
RATON, FLORIDA 33431.**

N. 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.

O. Arm's Length Transaction. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor 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.

P. 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.

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

R. E-Verify. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *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.

S. 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*.

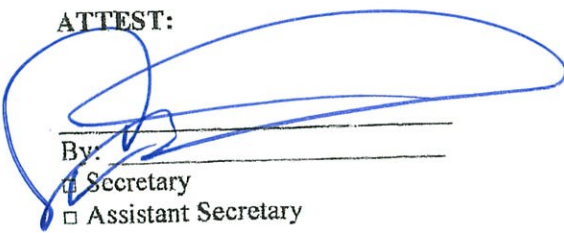
Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”). Contractor certifies that in entering into this Contract, neither 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.

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

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the Effective Date set forth above.

ATTEST:

By: 

☒ Secretary

☐ Assistant Secretary

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

By: Rose S. Rock

☒ Chairperson

☐ Vice Chairperson

ATTEST:

By: 

Its: Director of Finance

**FERNANDINA MULCH & STONE,
LLC D.B.A. LIBERTY
LANDSCAPE SUPPLY**

By: MR 71
Its: MICHAEL P. ZAPPARONE
OWNER / CEO

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services

Level I- General Landscape Maintenance Services

The Contractor shall provide all labor, equipment, materials and/or services necessary to accomplish the items described below. These services shall be performed weekly unless otherwise specified.

- a. **Mowing and Edging:** Highly visible lawn areas shall be mowed and edged 25-30 times during the year to maintain a neat appearance. Contractor agrees to maintain the grass at the proper height for the turf species.
- b. **Blowing & Cleaning:** All paved parking, walking, and sitting surfaces within property limits will be blown and cleaned up after mowing and edging. Any sticks, palm fronds or other naturally occurring debris will be removed. Debris resulting from any named storm is not included in this service but is available at an additional cost.
- c. **Litter and Garbage:** All areas of maintained landscape shall be policed for litter and debris at least once weekly as part of this agreement. Any trash receptacles shall be emptied and kept clean.
- d. **Pruning:** Plant materials shall be pruned at appropriate times to maintain intended scale, control encroachment, and prevent damage or interference to pedestrians or vehicles. Proper pruning techniques will be used to promote flower bud development, encourage good plant health, and prevent harsh or squared off edges. Any dead plants shall be replaced at additional cost, per the contract terms.
- e. **Trees:** The Contractor shall prune trees that are reachable from the ground, approximately twelve feet and under, as part of this agreement to maintain proper clearance.
- f. **Weeding:** Growth of weeds through surfaces such as asphalt, concrete, boardwalks, pavers, etc. in visible areas shall be treated and/or prevented chemically so long as such chemicals will not harm the surfaces or leach into growth areas. Weeds occurring within the landscaped areas shall be controlled by manual, mechanical or chemical means as part of this agreement. Undesirable weed growth occurring in the rip rap area shall be controlled by subcontractor who is fully licensed in the State of Florida to perform aquatic herbicide treatments in close proximity to sensitive aquatic environments.

Level II-Specialized Landscape Maintenance Services

The Contractor shall provide all labor, equipment, materials and/or services necessary to accomplish the landscape maintenance and installation described below. The cost for services contained in Level II-Specialized Landscape Maintenance Services shall be customized to each individual owner. Prices for these services are listed below.

- a. **Fertilization and Pest Control:** The Contractor shall be responsible for coordinating or performing appropriate applications of fertilizer and pesticides to promote healthy landscape growth. Applications of appropriate fertilizers shall be performed on a seasonal schedule occurring twelve (12) times per year for turf areas (4) four times per year for ornamental shrubbery. **The cost for these services is included in your contract in accordance with the Fee Summary attached as Exhibit C.**

If an uncommon or severe enough pest outbreak occurs outside of the treatment schedule, the additional charges for this pest treatment will be proposed to the District in writing by electronic mail and will be invoiced upon completion and subject to the same payment terms. All applications, including those performed by a subcontractor, will be performed by a State of Florida licensed applicator, and conform to the State of Florida laws.

- b. **Mulch Installation:** Complete landscape mulching shall be accomplished each spring (service to be provided February through April) to maintain an appropriate level of mulch for plant health and aesthetics. Excess leaf and/or mulch buildup will be removed as necessary prior to any new mulch installation. The cost of mulching is not included in the maintenance agreement price and will be invoiced as services are completed.
- c. **New Landscape Installation:** The Contractor shall meet with the Owner as requested to discuss making changes or additions to the landscaped areas covered herein. The Contractor shall prepare detailed proposals and designs as requested by the Owner. The Contractor agrees to check irrigation coverage prior to any new landscape installation and notify owner if changes or repairs need to be made. The contractor shall guarantee all new installations for the first year after installation per the standard Liberty Landscape Supply warranty (attached and/or available at www.libertylandscapesupply.com). Please note, there are some plants, trees, and sod not subject to the warranty due to cold weather sensitivity, please see warranty for full details. No warranties shall be extended for transplanted existing materials. **The cost for this service on your property will be project specific and quoted at the owner's desire per an agreed upon plan and scope of services.**
- d. **Irrigation Maintenance & Repairs:** The Contractor will make an initial visit to establish the baseline for the condition of the system. If the system is in good working order as agreed by both the Contractor and the Owner, maintenance service will commence. If the system first needs repairs, replacement or zone modification, this will be quoted and

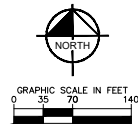
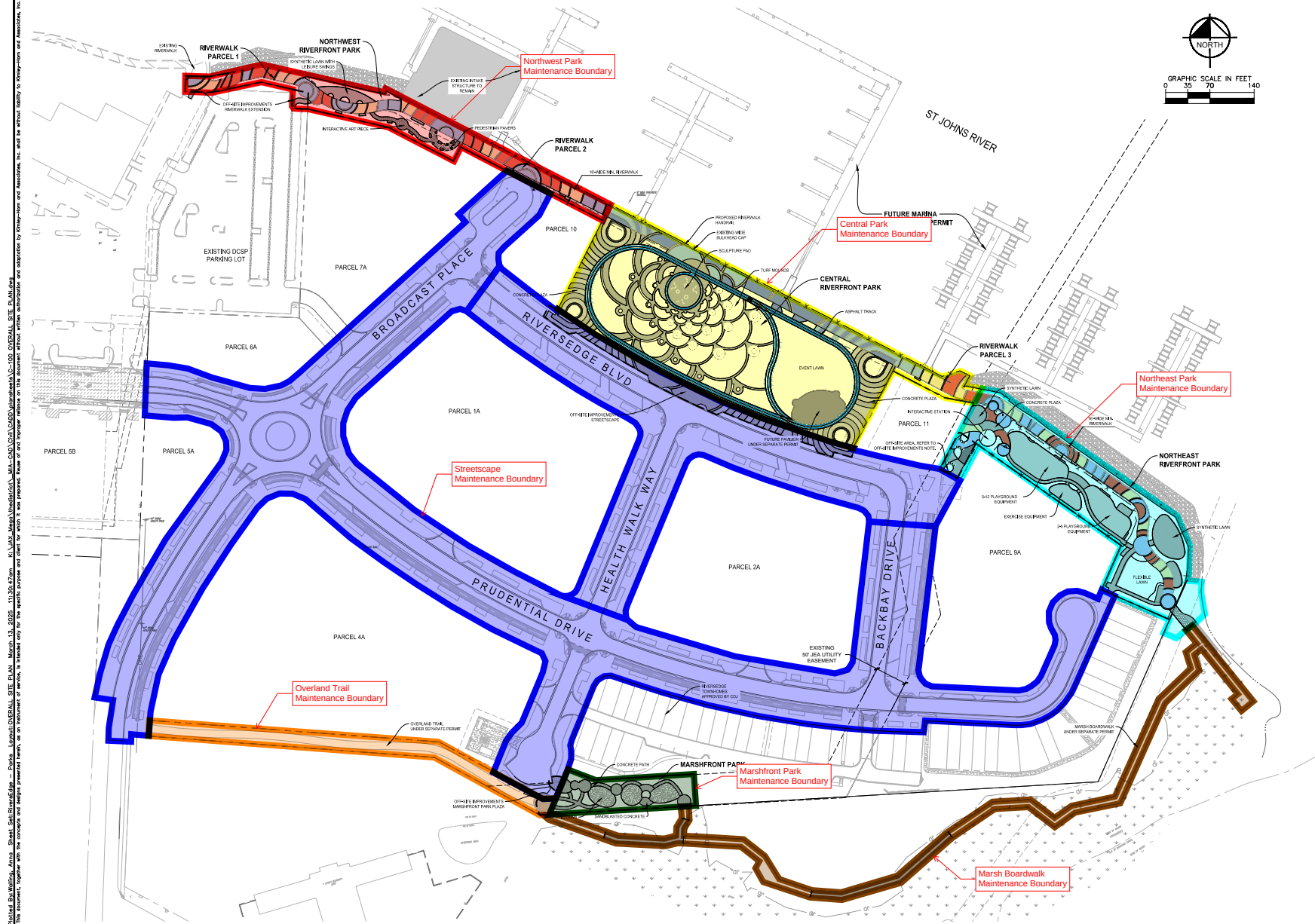
provided to the owner. The system will need to meet minimum operational conditions prior to the maintenance agreement being in effect.

- i. **Maintenance Inspection:** The Contractor agrees to complete a monthly inspection of the entire irrigation system. After this inspection, Contractor will report back to the owner if the general status of the system required any repairs, replacement, or maintenance.
 - ii. **Repairs:** The Contractor shall purchase or provide parts and labor necessary to repair the sprinkler system. All head replacement, line breaks, spray or drip adjustments will be quoted for approval by the owner prior to any work commencing. Any damages to the system caused by the Contractor or its crew shall be repaired at the Contractor's expense. Any repair or replacement of the electrical system, including pumps, motors and/or timing devices may be subcontracted to a certified electrician.
 - iii. **Additions to Sprinkler System:** Major irrigation changes, additions, or deletions, will be quoted for the Owner's approval prior to the Contractor commencing work. The Contractor shall be responsible for determining zone water pressure requirements and shall suggest alternatives if it determines additional heads will prevent proper zone operation and if so, alternative solutions shall be presented.
 - iv. **The cost for the irrigation portion of this agreement (paragraph D) will cover the maintenance inspection only and is included in your contract in accordance with the Fee Summary attached as Exhibit C.** Section (ii- "Repairs") and (iii- "Additions") will be quoted as needed.
- e. **Major Storm Damage:** The Contractor shall begin cleanup as soon as safely possible and schedule permits after the passing of named storm events to restore access to the Owner's property. The Contractor shall remove debris and provide tree removal services so long as the removal may be accomplished safely from ground level. A certified arborist shall be used for any removal of large or unstable trees or hanging debris to prevent or minimize property damage. The Contractor shall provide estimates, as best as possible, for these services prior to commencing storm-related removals, cleanup, and repairs. It is understood and agreed that storm-related work expenses will be estimates only and actual expenses may be dependent on subcontractors and the extent of damage and removals that may not be entirely known at time of commencement. The Contractor will make all reasonable efforts to communicate the anticipated costs associated with work throughout the cleanup process, but estimates are not guaranteed.

Exhibit B: Landscape Maintenance Map

The Landscape Maintenance Areas are identified as follows:

1. Northeast Riverfront Park
2. Boardwalk Riverfront Park
3. Overland Trail Park
4. Marshfront Park
5. Street Landscaping
6. Northwest Riverfront Park
7. Central Riverfront Park



Printed By: [Name] Attn: [Name] Sheet: [Name] Date: [Date] 10:30 AM, March 13, 2025 11:30:47 AM. All work was prepared by Kimley-Horn and Associates, Inc. and is the property of Kimley-Horn and Associates, Inc. and shall be used only for the specific purpose and client for which it was prepared. No part of this document may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage or retrieval system, without prior written permission from Kimley-Horn and Associates, Inc. The document, together with the concepts and designs presented herein, is the property of Kimley-Horn and Associates, Inc. and shall be used only for the specific purpose and client for which it was prepared. No part of this document may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage or retrieval system, without prior written permission from Kimley-Horn and Associates, Inc.

OVERALL SITE PLAN		RIVERSEDGE		CITY OF JACKSONVILLE	
PROJECT NUMBER		C-007			
KHA PROJECT		045394003		FLORIDA	
FOR LICENSED PROFESSIONAL OF RECORD		FEBRUARY 2025		DATE	
SCALE AS SHOWN		DESIGNED BY: ANW		CHECKED BY: RNM	
REFER TO SUPPLEMENTARY SHEET		DRAWN BY: ANW		DATE	
MARC FORMES / THEEVERYMAN		KIMLEY-HORN		REVISIONS	
FOR LICENSED PROFESSIONAL OF RECORD		12740 NW 15th Avenue, Suite 200		No.	
12740 NW 15th Avenue, Suite 200		JACKSONVILLE, FLORIDA 32206		DATE	
PHONE: 904-888-3000		WWW.KIMLEY-HORN.COM		BY	
CENTRAL RIVERFRONT PARK		NORTHWEST RIVERFRONT PARK			
NORTHEAST RIVERFRONT PARK		MARSHFRONT PARK			
RIVERSEDGE		RIVERWALK			
ST. JOHNS RIVER		HEALTH WALK WAY			
BROADCAST PLACE		PRUDENTIAL DRIVE			
BACKBAY DRIVE		OVERLAND TRAIL			
PARCEL 1A		PARCEL 2A			
PARCEL 3A		PARCEL 4A			
PARCEL 5A		PARCEL 6A			
PARCEL 7A		PARCEL 8A			
PARCEL 9A		PARCEL 10			
PARCEL 11		PARCEL 12			
PARCEL 13		PARCEL 14			
PARCEL 15		PARCEL 16			
PARCEL 17		PARCEL 18			
PARCEL 19		PARCEL 20			
PARCEL 21		PARCEL 22			
PARCEL 23		PARCEL 24			
PARCEL 25		PARCEL 26			
PARCEL 27		PARCEL 28			
PARCEL 29		PARCEL 30			
PARCEL 31		PARCEL 32			
PARCEL 33		PARCEL 34			
PARCEL 35		PARCEL 36			
PARCEL 37		PARCEL 38			
PARCEL 39		PARCEL 40			
PARCEL 41		PARCEL 42			
PARCEL 43		PARCEL 44			
PARCEL 45		PARCEL 46			
PARCEL 47		PARCEL 48			
PARCEL 49		PARCEL 50			
PARCEL 51		PARCEL 52			
PARCEL 53		PARCEL 54			
PARCEL 55		PARCEL 56			
PARCEL 57		PARCEL 58			
PARCEL 59		PARCEL 60			
PARCEL 61		PARCEL 62			
PARCEL 63		PARCEL 64			
PARCEL 65		PARCEL 66			
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PARCEL 69		PARCEL 70			
PARCEL 71		PARCEL 72			
PARCEL 73		PARCEL 74			
PARCEL 75		PARCEL 76			
PARCEL 77		PARCEL 78			
PARCEL 79		PARCEL 80			
PARCEL 81		PARCEL 82			
PARCEL 83		PARCEL 84			
PARCEL 85		PARCEL 86			
PARCEL 87		PARCEL 88			
PARCEL 89		PARCEL 90			
PARCEL 91		PARCEL 92			
PARCEL 93		PARCEL 94			
PARCEL 95		PARCEL 96			
PARCEL 97		PARCEL 98			
PARCEL 99		PARCEL 100			

Exhibit C: Fee Summary

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	Rivers Edge Proposed Park Maintenance Proposed 2025-26 Landscape Maintenance Budget Submitted by: Liberty Landscape Supply, Landscape Maintenance Division																
2																	
3																	
4																	
5		JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
6	Total Overall Park Maintenance																
7																	
8																	
9	Total Proposed Park Maintenance	6,050.00	6,050.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	110,250
10																	0
11	ADDITIONAL SERVICES																
12																	
13	Flower Bed Rotations																0
14	Landscape Replacements																0
15	Mulch: Pine Bark																0
16	Mulch: Pine Straw																0
17	Pressure Washing full project limits			8,000												8,000	
18	Pressure Washing Riverwalk Only									3,500							
19	Lawn Fertilization/Weed Cntrl.	700	700	940	940	940	940	940	940	940	940	940	940	940	940	940	13,620
20	Shrub Fertilization			1,925			1,925			1,925			1,925			1,925	9,625
21	Aquatic Weed Treatments																0
22	Irrigation Inspection	875	875	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	15,075
23																	
24	Total Maintenance	7,625	7,625	19,440	9,515	9,515	11,440	9,515	9,515	14,940	9,515	9,515	11,440	9,515	9,515	19,440	148,570

Northwest Riverfront Park	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
Landscape Maintenance Labor	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	13,500
ADDITIONAL SERVICES																
Flower Bed Rotations																0
Landscape Replacements																0
Mulch: Pine Bark																0
Mulch: Pine Straw																0
Lawn Fertilization/Weed Cntrl.	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	2,250
Shrub Fertilization			250			250			250			250			250	1,250
Irrigation Inspection	125	125	125	125	125	125	125	125	125	125	125	125	125	125	125	1,875
Total Maintenance	1,175	1,175	1,425	1,175	1,175	1,425	1,175	1,175	1,425	1,175	1,175	1,425	1,175	1,175	1,425	18,875

Central Riverfront Park	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
Landscape Maintenance Labor	0.00	0.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	19,500
ADDITIONAL SERVICES																
Flower Bed Rotations																
Landscape Replacements																
Mulch: Pine Bark																
Mulch: Pine Straw																
Lawn Fertilization/Weed Cntrl.	0	0	240	240	240	240	240	240	240	240	240	240	240	240	240	3,120
Shrub Fertilization			325			325			325			325			325	1,625
Irrigation Inspection	0	0	150	150	150	150	150	150	150	150	150	150	150	150	150	1,950
Total Maintenance	0	0	2,215	1,890	1,890	2,215	1,890	1,890	2,215	1,890	1,890	2,215	1,890	1,890	2,215	26,195

Northeast Riverfront Park	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
Landscape Maintenance Labor	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	15,750
ADDITIONAL SERVICES																
Flower Bed Rotations																0
Landscape Replacements																0
Mulch: Pine Bark																0
Mulch: Pine Straw																0
Lawn Fertilization/Weed Cntrl.	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	2,250
Shrub Fertilization			250			250			250			250			250	1,250
Rip Rap Aquatic Weed Treatments																0
Irrigation Inspection	125	125	125	125	125	125	125	125	125	125	125	125	125	125	125	1,875
Total Maintenance	1,325	1,325	1,575	1,325	1,325	1,575	1,325	1,325	1,575	1,325	1,325	1,575	1,325	1,325	1,575	21,125

[illegible]

Overland Trail Park	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
Landscape Maintenance Labor	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	6,000
ADDITIONAL SERVICES																
Flower Bed Rotations																0
Landscape Replacements																0
Mulch: Pine Bark																0
Mulch: Pine Straw																0
Lawn Fertilization/Weed Cntrl.	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	1,500
Shrub Fertilization			250			250			250			250			250	1,250
Irrigation Inspection	125	125	125	125	125	125	125	125	125	125	125	125	125	125	125	1,875
Total Mainteanance	625	625	875	625	625	875	625	625	875	625	625	875	625	625	875	10,625

Marshfront Park	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
Landscape Maintenance Labor	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	8,250
ADDITIONAL SERVICES																
Flower Bed Rotations																0
Landscape Replacements																0
Mulch: Pine Bark																0
Mulch: Pine Straw																0
Lawn Fertilization/Weed Cntrl.	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	1,500
Shrub Fertilization			250			250			250			250			250	1,250
Irrigation Inspection	125	125	125	125	125	125	125	125	125	125	125	125	125	125	125	1,875
Total Maintenance	775	775	1,025	775	775	1,025	775	775	1,025	775	775	1,025	775	775	1,025	12,875

Street Landscape Maintenance	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
Landscape Maintenance Labor	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	27,000
ADDITIONAL SERVICES																
Flower Bed Rotations																0
Landscape Replacements																0
Mulch: Pine Bark																0
Mulch: Pine Straw																0
Lawn Fertilization/Weed Cntrl.	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	3,000
Shrub Fertilization			600			600			600			600			600	3,000
Irrigation Inspection	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	3,750
Total Maintenance	2,250	2,250	2,850	2,250	2,250	2,850	2,250	2,250	2,850	2,250	2,250	2,850	2,250	2,250	2,850	36,750

Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, ____ 202____, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2024 (the “**Agreement**”), by and between:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”), and

_____, a Florida _____, with an address of _____
 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

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

ATTEST:

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

[CONTRACTOR]

By: _____
Its: _____

Exhibit A Proposal for Additional Services

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS C

PURCHASE ORDER NO. WT2024-01, AMENDMENT #1

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, FL 33431	Address:	9001 Bus Hwy 51 Rothschild, WI 54474
Phone:	(877) 276-0889	Point of Contact: Phone:	Paul H. 715.241.0337

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: 6/4/2024
Project Address:	RiversEdge Phase 3B 1915 RiversEdge Blvd. Jacksonville, FL 32207 On Site POC: Vitor Pedro, 407.680.9174, vpedro@uccgroup.com	

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order, Amendment #1, for the purpose of the Owner adding the items listed on Quote Q72041A, attached as Exhibit A1, to the approved Purchase Order No. WT2024-01. The purchase of the added items listed in Quote Q72041A shall be in accordance with the terms and conditions contained in approved Purchase Order No. WT2024-01.

~~**Schedule** – The Goods shall be delivered 10-12 weeks from date order is received.~~

Total Amended Price – The goods being added to the approved Purchase Order No. WT2024-01 have a proposed cost of \$33,936.00. Accordingly, the approved Purchase Order No. WT2024-01 will be increased by \$33,936.00.

Purchase Order WT2024-01:	\$ 497,448.00
Purchase Order WT2024-01 Amendment 1:	\$ 33,936.00
Total Amended Purchase Order Amount:	\$ 531,384.00

Owner's Certificate of Exemption #85-8017689050C-1

IN WITNESS HEREOF, the parties have executed this Purchase Order Amendment 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 Purchase Order Amendment, including the attached PURCHASE ORDER NO. WT2024-01, along with its attachments, and agrees to deliver the Products as described herein and comply fully with the terms and conditions hereof.

OWNER

The District CDD

By: Deborah Morton, CPC
Digitally signed by Deborah Morton, CPC
DN: C=US, E=dmorton@vertexeng.com,
O=Vertex Companies, LLC, CN=Deborah
Morton, CPC
Date: 2025.06.06 15:09:13-04'00'

Print Name: _____

Print Title: _____

Date: _____

SELLER

By: Tabitha Erlandson

Print Name: Tabitha Erlandson

Print Title: Controller

Date: 6-6-2025

DISTRICT ENGINEER

Kimley-Horn and Associates, Inc.

By: William J. Schilling, Jr., PE

Date: June 4, 2025

Attachments:

EXHIBIT A1: Wausau Tile Quote Q72041A

Approved Purchase Order No. WT2024-01

**WAUSAU TILE
QUOTATION**

Bill To: UCC GROUP *
(51017210) 7380 SAND LAKE RD STE 500
ORLANDO, FL 32819

Ship To: CRA Central Park
TBD
Jacksonville, FL 32207

Quote Number: **Q72041A**

Quote Date: May 08, 2025
Price Valid for: 30 days
Terms: Net 30/No Down Payments

Attention: Rand Baldwin
rbaldwin@uccgroup.com
(727) 434-1510

Project: RIVERSEDGE - CRA CENTRAL
PARK

Sales Person: Troy Dahlke
troyd.wt@gmail.com
813-334-0016

Line	Product	Description	Quantity	UOM	Weight	Price	Total
1	CUSTOM	HRT 34 - 4 X 12 X 2" - NOMINAL	4,200	SF	25.25	\$8.08	\$33,936.00
					Total Weight:	106,050 lbs	Item Total: \$33,936.00

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

Sales Tax: TBD*

TOTAL PRICE: \$33,936.00

* Sales Tax will be calculated at time of Order

Additional Notes

Freight is included in the unit price.

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

PURCHASE ORDER NO. WT2024-01

THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Owner:	The District Community Development District c/o UCC 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) 276-0889	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 #85-8017689050C-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 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

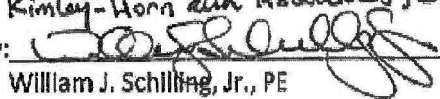
Print Title: CFO

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
2300 Glades Road
Suite 410W
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: Troy Dillie
troydillie@gmail.com
813-334-0316

Line	Product	Description	Quantity	UOM	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 60 SF PER PALLET	3,180	SF	50.50	\$10.50	\$33,396.00
5	CUSTOM	HRT 34 - 4 X 12 X 4" - NOMINAL 60 SF PER PALLET	3,180	SF	50.50	\$10.50	\$33,396.00
6	CUSTOM	HRT 60 - 4 X 12 X 4" - NOMINAL 60 SF PER PALLET	3,300	SF	50.50	\$10.50	\$34,650.00
7	CUSTOM	GTX 10 - 8 X 8 X 2 3/4" - NOMINAL 53.28 SF PER PALLET	4,316	SF	33.00	\$11.23	\$48,460.00
8	CUSTOM	ADA-2 A-40 - 12 X 12 X 2" - TRUE 76 SF PER PALLET	632	SF	24.00	\$18.82	\$10,011.00
Total Weight: 1,826,544 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: 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.

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

**WAUSAU TILE
QUOTATION**

Bill To: The District Community Development District

Quote Number: Q60843

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 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 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 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 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.
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, 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) 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: 800.388.8728 | E: wtile@wausautile.com | WAUSAUTILE.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: \$497,448.00

Wausau Tile Signature

Troy Dahlke, Sales Person

P: 800.388.8728 | E: wtile@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 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 218.70 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 \$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]~~
- ~~16.14. 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.
- ~~17.15. 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.
- ~~18.16. 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.
- ~~19.17. 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.
- ~~20.18. 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.
- ~~21.19. 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.
- ~~22.20. 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. 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, 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.
- ~~23.21. 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.
- ~~22. CONFLICTS.~~ To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.
- ~~23. 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 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 85-8017689050C-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 UCC Group, Inc. (Name of Contractor) for the construction of Phase 3B - CRA Project (Parks, 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: 83-3179875

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



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

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 33431-8556

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 850-488-6800. The mailing address is PO Box 8480, Tallahassee, FL 32314-6480.

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



WAUSAU TILE QUOTATION

Bill To: **UCC GROUP ***
(51017210) 7380 SAND LAKE RD STE 500
ORLANDO, FL 32819

Ship To: CRA Central Park
TBD
Jacksonville, FL 32207

Quote Number: **Q72041A**

Quote Date: May 08, 2025
Price Valid for: 30 days
Terms: Net 30/No Down Payments

Attention: **Rand Baldwin**
rbaldwin@uccgroup.com
(727) 434-1510

Project: **RIVERSEDGE - CRA CENTRAL
PARK**

Sales Person: Troy Dahlke
troyd.wt@gmail.com
813-334-0016

Line	Product	Description	Quantity	UOM	Weight	Price	Total
1	CUSTOM	HRT 34 - 4 X 12 X 2" - NOMINAL	4,200	SF	25.25	\$8.08	\$33,936.00
					Total Weight:	106,050 lbs	Item Total: \$33,936.00

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

Sales Tax: TBD*

TOTAL PRICE: \$33,936.00

* Sales Tax will be calculated at time of Order

Additional Notes

Freight is included in the unit price.

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

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

WAUSAU TILE
QUOTATION

Bill To: **UCC GROUP ***

Quote Number: **Q72041A**

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. All purchase orders submitted to Wausau Tile are subject to review and processing under our established guidelines. Please note that Wausau Tile does not sign purchase orders valued under \$100,000. Purchase orders meeting or exceeding \$100,000 will require additional review and approval by designated company representatives.
4. The purchase order ("contract") and payment should be made out to Wausau Tile, Inc.
5. To expedite shipment, please include an address for billing and an address for delivery.
6. 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 of quantities to the project.
7. 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.
8. Field measurements, specifications and quantity confirmation are responsibilities of the customer.
9. 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 for one location only unless noted in bid.
10. Customer will be notified when product is ready for delivery. Storage charges apply if customer delays shipment more than 30 days after notice.
11. All cancelled/returned orders must receive prior written approval from a Wausau Tile sales representative.
12. Unloading, assembly, and installation are the responsibility of the customer or its consignee.
13. Materials must be unloaded within 2 hours of arrival or customer will be charged for hold-over at the rate of \$250/hour.
14. 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.
15. 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.
16. Federal Contracting Compliance and CA Transparency in Supply Chains Act is available on Wausau Tile's website.
17. A 3% surcharge / fee will be added to all invoices paid by credit card.
18. Wisconsin law controls interpretation of this quote and any contract term or condition.
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20. (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 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.
21. 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.
22. 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, tornado, hurricane, and cybersecurity incident.
23. 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 defect as well as notice of any claim under Wausau Tile's limited warranty before product installation takes place.
24. 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: wtile@wausautile.com | WAUSAUTILE.COM



WAUSAU TILE QUOTATION

Bill To: UCC GROUP *

Quote Number: **Q72041A**

25. Last updated 12/10/24 (ab)

Customer Approval Signature

Wausau Tile Signature

Date: _____ for: \$33,936.00

Troy Dahlke, Sales Person

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

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS D

**FORM OF FUNDING REQUEST
DISTRICT COMMUNITY DEVELOPMENT DISTRICT**

July 21, 2025

Elements Development of Jacksonville, LLC
2121 N. Pearl Street, Suite 600
Dallas, Texas 75201
Attention: Jim Thompson

Dear Mr. Thompson:

Reference is made to (i) that certain Construction Funding Agreement made and entered into October 18, 2021 (the "**Original Funding Agreement**"), by and between The District Community Development District (the "**District**") and Elements Development of Jacksonville, LLC (the "**Developer**"), as amended by that certain First Amendment to Construction Funding Agreement between the District and the Developer (the "**First Amendment**" and, together with the Original Funding Agreement, the "**Funding Agreement**") and (ii) that certain Amended and Restated CRA Infrastructure Improvement Costs Disbursement Agreement dated as of November 27, 2023, by and among the Downtown Investment Authority (the "**DIA**"), the District, and the Developer (the "**Disbursement Agreement**"). All capitalized terms used herein shall have the meaning ascribed to such term in the Funding Agreement or the Disbursement Agreement, as the case may be.

Pursuant to Section 2 of the Funding Agreement, the undersigned, an authorized representative of the District, hereby submits to the Developer the following request on behalf of the District for an advance of funds in an amount equal to \$2,906,280.16 to pay for certain costs of the CDD and CRA Projects, as further described in **Exhibit A** to this Funding Request ("**Costs**"). The District does not presently have sufficient funds available in its Series 2023A-2 Acquisition and Construction Account for the payment of such Costs. Such amount is to be transferred to the account, and for the benefit, of the District in accordance with the wire instructions attached hereto.

The undersigned hereby certifies that:

1. This Funding Request is for obligations in the stated amounts set forth herein that have been incurred by the District and that have not previously been paid.
2. A statement or invoice for each amount requested hereunder is attached hereto as part of **Exhibit A**.
3. The Costs set forth herein are proper charges against the District's Series 2023A-2 Acquisition and Construction Account and shall be treated as unpaid requisitions and paid in the future if and when funds may be deposited into the Series 2023 Acquisition and Construction Account, which includes any reimbursement of funds paid to the District pursuant to the Disbursement Agreement.
4. The amounts requested hereunder relating to the Costs are eligible for repayment to the Developer pursuant to the Funding Agreement, subject to the terms and conditions provided therein.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable pursuant to this Funding Request, which has not been released or will not be released simultaneously with the payment hereof.

In connection with this Funding Request, the District hereby agrees to reimburse Developer for the amount funded hereunder as soon as possible in accordance with the terms of the Funding Agreement. In furtherance thereof, the District shall do the following:

1. No later than one hundred twenty (120) days of the date hereof (or such later date agreed upon by the District and Developer, which agreement may be by electronic mail), submit a Disbursement Request to the DIA pursuant to the Disbursement Agreement to seek reimbursement of the eligible Costs of the CRA Projects identified in this Funding Request.

Within ten days of receipt of any reimbursement amount from the DIA pursuant to the Disbursement Agreement or other funds available therefor, to transfer such amount to Developer pursuant to such wire instructions as shall be provided at such time.

Dated: _____

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Deborah Morton, CPC

By: _____
Responsible Officer

Date: _____

Digitally signed by Deborah Morton, CPC
DN: C=US, E=dmorton@vertexeng.com,
O=Vertex Companies, LLC,
CN=Deborah Morton, CPC
Date: 2025.07.21 12:52:40-04'00'

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for costs of the CDD and CRA Projects and is consistent with: (i) the applicable construction contract(s); (ii) the plans and specifications for the portion of the CDD and CRA Projects with respect to which such disbursement is being made; and (iii) the Engineer's Report, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies that the amounts identified as CRA Project costs in Exhibit A are costs of the CRA Project and eligible to be submitted for reimbursement under the Disbursement Agreement subject to the provisions therein.

Kimley-Horn and Associates, Inc.
William J. Schilling Jr. P.E.
Consulting Engineer

Date: July 21, 2025

Exhibit A

**Summary of Funding Request
(invoices attached)**

<u>Payee Name and Address</u>	<u>Payment Reference (Requisition #)</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1. UCC Group Inc.	2023-098	Costs of the CRA Project	\$1,631,192.68
2. UCC Group Inc.	2023-094	Costs of the CDD Project	731,350.99
3. UCC Group Inc.	2023-097	Costs of the CDD Project	383,766.49
4. Landscape Forms, Inc.	2023-099	Costs of the CRA Project	<u>159,970.00</u>
		Total	\$2,906,280.16

REQUISITION

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND
IMPROVEMENT CONVERTIBLE CAPITAL APPRECIATION BONDS,
SERIES 2023A-2
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of December 1, 2020, as supplemented by that certain Fourth Supplemental Trust Indenture (collectively, the "Series 2023A-2 Indenture") dated as of November 1, 2023 and each by and between the District and U.S. Bank Trust Company, National Association (successor to U.S. Bank National Association), as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2023A-2 Indenture):

(A) Requisition Number: 2023-098

(B) Name of Payee pursuant to Acquisition Agreement: UCC Group, Inc.

Wire Payment Instructions
Name: UCC Group Inc.
Routing/ABA: 063216608
Bank Account: 500989696

(C) Amount Payable: \$1,631,192.68

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023A-2 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2023A-2 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Project.

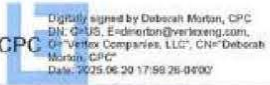
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

By: Deborah Morton, CPC  Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
PROJECT CAPITAL COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the Engineer's Report, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Kinley-Horn and Associates, Inc.
by: William J. Schilling Jr.
Consulting Engineer William J. Schilling Jr., P.E.
Date: June 20, 2025



RiversEdge Phase 3B – CRA Project (Parks, Riverwalk, and Streetscape Improvements)

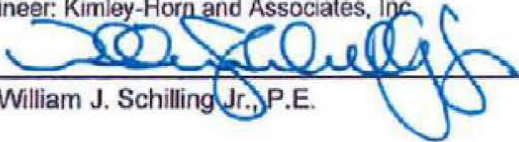
Community Development District (CDD) Engineer's - Certificate for Payment

This "Engineer's Certificate for Payment" is in addition to the approved and executed information contained in "AIA Document G702 – 1992 – Application and Certificate for Payment".

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is Entitled to payment of the AMOUNT CERTIFIED in the executed "AIA Document G702 – 1992 – Application and Certificate for Payment".

Application # 09

Engineer: Kimley-Horn and Associates, Inc.

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

Date: June 9, 2025

VIA Consulting Services, Inc.



Engineering, Administration and Inspection Services

Phase 3B - CRA Project (Parks, Riverwalk, and Streetscape Improvements) – Construction Inspector's Certificate for Payment

This "Construction Inspector's Certificate for Payment" is supplementary to the certifications contained in the attached document.

In accordance with the Contract Documents, based on on-site observations and the data comprising the attached application the Construction Inspector certifies to the Owner that to the best of the Construction Inspector's knowledge, information, and belief that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the AMOUNT CERTIFIED in the attached "AIA Document G702 – Application and Certificate for Payment."

Application # 09 (Nine)

Construction Inspector:

By: Peter J Sheridan III Digitally signed by Peter J Sheridan III
Date: 2025.05.30 12:57:54 -04'00' Date: _____
Peter J. Sheridan, III, PE

CITY OF JACKSONVILLE, FLORIDA
APPLICATION FOR PAYMENT NO.9
Inv #

BID		CONTRACT	
PROJECT Phase 3B - CRA Project NO.	N/A	NO.	N/A

For Work accomplished through the date of April 30, 2025

A. Contract and Change Orders

1. Contract Amount.....	\$15,771,341.10
2. Executed Change Orders.....+	\$2,655,643.00
3. Total Contract (1) + (2).....	\$18,426,984.10

B. Work Accomplished

4. Work performed on Contract Amount (1).....	9,566,170.37
5. Work performed on Change Orders (2).....+	\$ (269,091.85)
6. Materials stored.....+	-
7. Total Completed & Stored (4) + (5) + (6).....	9,297,078.52
8. Retainage * 5% of Item (7), not to exceed 5% of Item (3).....	\$464,853.93
9. Less Previous Payments Made (or) Invoiced.....	\$7,201,031.91
10. Payment Amount Due this Application (7) - (8) - (9).....	1,631,192.68

(*)-Retainage subject to conditions as set forth in Paragraph 20.39.5 of the General Conditions

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the contract Documents; (3) all previous progress payments received from CITY on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to CITY at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) if applicable, the CONTRACTOR has complied with all provisions of Part 6 of the Purchasing Co Including the payment of a pro-rata share to Minority Business Enterprises of all payments previously received by the CONTRACTOR.

Dated May 21, 2025Rand Baldwin, UCC Group, Inc.

CONTRACTOR

Enicam

Notary Public

By: [Signature]

DATE

Public Works or CEI Const. Inspector

CEI Project Manager

Public Works Project Manager

Public Works Construction Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER: THE DISTRICT CDD (C/O WRATHELL, HUNT & ASSOCIATES, LLC)
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FL 33431
ATTN: BILL SCHILLING, KIMLEY-HORN & ASSOCIATES, INC.
FROM: UCC GROUP, INC.

7380 SAND LAKE ROAD, SUITE 500
ORLANDO, FL 32819

APPLICATION NO: 9 Distribution to:
INV # OWNER
Period from: 4/1/2025 CONTRACTOR
Period to: 4/30/2025 ENGINEER
ARCHITECT
Phase 3B CRA - Parks, Riverwalk &
PROJECT NO: Streetscape
CONTRACT DATE: 6/14/2024

CONTRACT FOR: PHASE 3B - CRA PROJECT (PARKS, RIVERWALK, AND STREETSCAPE IMPROVEMENTS)

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
		\$3,420,698.35	-\$847,376.27
Approved this Month			
Number	Date Approved		
15	2025/04/17	\$12,711.35	\$0.00
16	2025/04/17	\$69,609.57	\$0.00
17	2025/04/17	\$0.00	\$0.00
TOTALS		\$3,503,019.27	-\$847,376.27
Net change by Change Orders		\$2,655,643.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: UCC GROUP, INC. PM: Rand Baldwin
By:  Date:

1. ORIGINAL CONTRACT SUM	\$15,771,341.10
2. Net change by Change Orders	\$2,655,643.00
3. CONTRACT SUM TO DATE	\$18,426,984.10
4. TOTAL COMPLETED & STORED TO DATE	\$9,297,078.52
5. RETAINAGE	
a. 5% of Completed Work	\$484,853.93
b. 0% of Stored Material	\$0.00
Total Retainage	\$484,853.93
6. TOTAL EARNED LESS RETAINAGE	\$8,832,224.59
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$7,201,031.91
8. CURRENT PAYMENT DUE	\$1,631,192.68
9. BALANCE TO FINISH, PLUS RETAINAGE	\$9,594,759.51

State of: Florida County of: Orange
Subscribed and sworn to before me this 21 day of May, 2025
Notary Public: 
My Commission expires: 5/15/26



AMOUNT CERTIFIED \$1,631,192.68

(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER: KIMLEY-HORN & ASSOCIATES, INC.

By:  Date: June 9, 2025
William J. Schilling, Jr., PE

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702 * APPLICATION AND CERTIFICATE FOR PAYMENT * MAY 1983 EDITION * AIA 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G702-1983

CONTINUATION SHEET - PRUDENTIAL DRIVE EXT. STREETSCAPE

APPLICATION # 9

APPLICATION DATE: 5/21/2025

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kinley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES PRUDENTIAL DR EXT									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	2,046.00	1,800.00	205.08		2,005.08	98%	40.92	\$ 100.25
2	Payment and Performance Bond/Insurance	7,359.00	7,359.00			7,359.00	100%	-	\$ 367.95
3	Survey and Layout	4,092.00	4,000.00			4,000.00	98%	92.00	\$ 200.00
4	Maintenance of Traffic	2,046.00	2,000.00			2,000.00	98%	46.00	\$ 100.00
5	Travel, Accommodations, Per Diem	8,665.00	8,450.00			8,450.00	98%	215.00	\$ 422.50
6	Mock Ups	7,500.00	7,500.00			7,500.00	100%	-	\$ 375.00
7	As-Builts	1,023.00	-			-	0%	1,023.00	\$ -
8	Project Management, Safety, Toilets, Trailers	12,275.00	12,030.00			12,030.00	98%	245.00	\$ 601.50
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	2,500.00	2,300.00	150.00		2,450.00	98%	50.00	\$ 122.50
10	Silt Fence	300.00	295.00			295.00	98%	5.00	\$ 14.75
11	Inlet Protection	480.00	420.00	50.40		470.40	98%	9.60	\$ 23.52
EARTHWORK									
12	Stockpiling & Replacement of Soil below Cap	900.00	900.00			900.00	100%	-	\$ 45.00
13	Site Grading	3,550.00	3,500.00			3,500.00	99%	50.00	\$ 175.00
HARDSCAPE - Streetscape CRA Prudential Extension-West									
14	H102 Concrete Sidewalk Type 1 - Rock Salt Finish	13,719.75	13,719.75			13,719.75	100%	-	\$ 685.99
15	H103 Concrete sidewalk Type 2 - Broom finish	17,941.00	17,941.00			17,941.00	100%	-	\$ 897.05
16	H106 ODP Ped Paver 12"x4"x2.25" Greystone/ Carbon Black	22,503.60	22,503.60			22,503.60	100%	-	\$ 1,125.18
17	H107 Bike Lane One Lane Cayman Dream Color Hardener	9,114.00	9,114.00			9,114.00	100%	-	\$ 455.70
18	Expansion Joint, Cap & Caulk with galv dowels	3,675.00	3,675.00			3,675.00	100%	-	\$ 183.75
19	Expansion Joint, Cap & Caulk	1,339.50	1,339.50			1,339.50	100%	-	\$ 66.98
20	Expansion Joint at subslab only	122.50	122.50			122.50	100%	-	\$ 6.13
SITE FURNISHINGS									
21	SF102 Waste receptacle (Poe Utter) by Landscape Forms	3,500.00	-	3,430.00		3,430.00	98%	70.00	\$ 171.50
22	SF104 Bollards @ Bike Lane by Tournesol w/ foundations	13,200.00	10,000.00	2,936.00		12,936.00	98%	264.00	\$ 646.80
ELECTRICAL HARDSCAPE									
23	Subgeneral Conditions	1,099.55	1,042.00			1,042.00	95%	57.55	\$ 52.10
24	Power receptacle GFI	2,107.45	2,107.45			2,107.45	100%	-	\$ 105.37
25	1" Conduit from pull boxes to GFI Uplights, Monolithic Benches	6,331.90	6,331.90			6,331.90	100%	-	\$ 316.60
LANDSCAPING									
26	Sky Climber Live Oak (Quercus virginiana 'Sky Climber')	9,276.12	9,276.12			9,276.12	100%	-	\$ 453.81
27	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	360.84	360.84			360.84	100%	-	\$ 18.04
28	Agapanthus (Agapanthus)	1,855.38	1,855.38			1,855.38	100%	-	\$ 92.77
29	Variegated Flax Lily (Dianella tasmanica 'Variegata')	4,598.88	4,598.88			4,598.88	100%	-	\$ 229.94
30	Knock Out Shrub Rose (Rosa x 'Radrazz' TM)	5,200.58	5,200.58			5,200.58	100%	-	\$ 260.03
31	Terra Toggle Tree Anchors	914.90	914.90			914.90	100%	-	\$ 45.75
32	Mulch 3"	2,612.64	2,032.63			2,032.63	78%	580.01	\$ 101.63
33	Landscape Bed Prep (includes 6" of topsoil)	4,036.84	4,036.84			4,036.84	100%	-	\$ 201.84

CONTINUATION SHEET - PRUDENTIAL DRIVE EXT. STREETSCAPE

APPLICATION #: 9

APPLICATION DATE: 5/21/2025

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kimley-Horn and Associates, Inc.

PERIOD TO: 04/30/25									
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES PRUDENTIAL DR EXT									
34	Weed Barrier Fabric	1,030.50	-			-	0%	1,030.50	\$ -
	IRRIGATION								
35	Irrigation System	14,235.59	13,120.00	1,000.00		14,120.00	99%	115.59	\$ 706.00
	ALLOWANCES		-			-			
36	Permits allowance	2,000.00	2,000.00			2,000.00	100%	-	\$ 100.00
37	Testing Allowance	2,000.00	2,000.00			2,000.00	100%	-	\$ 100.00
38	Temp Utility Services & Fees Allowance	500.00	300.00			300.00	60%	200.00	\$ 15.00
39	Street Cleaning Allowance	3,000.00	2,650.00	150.00		2,800.00	93%	200.00	\$ 140.00
40	Bike Lane Striping Allowance	2,500.00	1,500.00	500.00		2,000.00	80%	500.00	\$ 100.00
						-		-	\$ -
		201,512.52	188,296.87	8,421.48	-	196,718.35	97.52%	4,794.17	\$ 8,835.92

CONTINUATION SHEET - BROADCAST PLACE

APPLICATION #: 9

APPLICATION DATE: 05/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H/C	H	I
SCHEDULE OF VALUES BROADCAST PLACE									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	13,103.00	11,000.00			11,000.00	84%	2,103.00	\$ 550.00
2	Payment and Performance Bond/Insurance	47,258.00	47,258.00			47,258.00	100%	-	\$ 2,362.90
3	Survey and Layout	26,205.00	26,205.00			26,205.00	100%	-	\$ 1,310.25
4	Maintenance of Traffic	13,103.00	11,000.00	2,000.00		13,000.00	99%	103.00	\$ 650.00
5	Travel, Accommodations, Per Diem	91,231.00	86,000.00	1,000.00		87,000.00	95%	4,231.00	\$ 4,350.00
6	Mock Ups	10,000.00	10,000.00			10,000.00	100%	-	\$ 500.00
7	As-Builts	6,551.00	-			-	0%	6,551.00	\$ -
8	Project Management, Safety, Toilets, Trailers	85,167.00	79,000.00	1,000.00		80,000.00	94%	5,167.00	\$ 4,000.00
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	3,500.00	3,250.00	150.00		3,400.00	97%	100.00	\$ 170.00
10	Silt Fence	1,000.00	925.00	25.00		950.00	95%	50.00	\$ 47.50
11	Inlet Protection	960.00	900.00	30.00		930.00	97%	30.00	\$ 46.50
EARTHWORK									
12	Stockpiling & Replacement of Soil below Cap	1,200.00	1,200.00			1,200.00	100%	-	\$ 60.00
13	Site Grading	6,850.00	6,850.00			6,850.00	100%	-	\$ 342.50
HARDSCAPE - Streetscape CRA Broadcast									
14	H105 ODP Vehicular Concrete Paver 12"x12"x2" Yellow with slab	2,709.00	2,654.82	27.09		2,681.91	99%	27.09	\$ 134.10
15	H102 Concrete Sidewalk Type 1 - Rock Salt finish	33,455.00	32,750.00	410.05		33,160.05	99%	334.95	\$ 1,658.00
16	H103 Concrete Sidewalk Type 2 - Broom Finish	61,930.00	60,500.00	810.70		61,310.70	99%	619.30	\$ 3,065.54
17	H104 Bike Lane two way Cayman Dream Color Hardener	73,382.40	72,500.00	148.58		72,648.58	99%	733.82	\$ 3,632.43
18	H106 ODP Pedestrian Paver 12"x4"x2.25" Greystone and Carbon Black	256,183.84	251,060.16	2,561.84		253,622.00	99%	2,561.84	\$ 12,681.10
19	H107 Bike lane one way Cayman Dream Color Hardener	9,368.80	9,150.00	125.11		9,275.11	99%	93.69	\$ 463.75
20	H109 Vehicular Concrete Sidewalk with decorative saw cut pattern	3,313.80	3,250.00	30.66		3,280.66	99%	33.14	\$ 164.03
21	H101 ODP Pedestrian Paver 12"x4"x2.25" Greystone and Carbon Black	35,434.24	34,725.56	354.34		35,079.90	99%	354.34	\$ 1,754.00
22	1A ODP H Series Vehicular Paver 4"x12"x4" HRT-60 color	269,793.00	264,397.14	2,697.93		267,095.07	99%	2,697.93	\$ 13,354.75
23	1B ODP H Series Vehicular Paver banding 4"x12"x4" HRT-60 color	5,362.50	5,255.25	53.63		5,308.88	99%	53.62	\$ 265.44
24	2 ODP Pavers in truck apron vehicular rated 8"x8"x3" GTX-30 color	121,737.00	119,302.26	1,217.37		120,519.63	99%	1,217.37	\$ 6,025.98
SITE FURNISHINGS									
25	SF101 Streetscape Benches, White powdercoated by Landscape Forms	42,300.00	-			-	0%	42,300.00	\$ -
26	SF102 Waste receptacle (Poe Litter) by Landscape Forms	21,000.00	-	18,000.00		18,000.00	86%	3,000.00	\$ 900.00
27	SF103 Bike rack, Emerson bike rack, Silver color by Landscape Forms	5,600.00	-			-	0%	5,600.00	\$ -
28	SF104 Bollards @ Bike Lane by Tournesol w/ foundations	17,600.00	9,000.00	7,000.00		15,000.00	91%	1,600.00	\$ 800.00
29	Expansion Joint, Cap & Caulk with dowels	15,099.00	14,100.00			14,100.00	93%	999.00	\$ 705.00
30	Expansion Joint, Cap & Caulk	845.50	450.00			450.00	53%	395.50	\$ 22.50
31	Expansion Joint at subslab only	5,222.00	5,222.00			5,222.00	100%	-	\$ 261.10
ELECTRICAL									
32	Sub General Conditions	14,087.93	13,800.00			13,800.00	98%	287.93	\$ 690.00
33	Power Receptacle GFI	6,743.84	6,450.00			6,450.00	96%	293.84	\$ 322.50
34	Landscape Uplight	28,595.00	28,000.00			28,000.00	98%	595.00	\$ 1,400.00

CONTINUATION SHEET - BROADCAST PLACE

APPLICATION #: 8

APPLICATION DATE: 08/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H/C	H	I
SCHEDULE OF VALUES BROADCAST PLACE									
35	1" Conduit from pull boxes to GFI, uplights, monolithic benches	32,210.10	31,500.00			31,500.00	98%	710.10	\$ 1,575.00
36	JEA Transformer Wiring & Conduit Allowance (100' from Load Center)	5,956.00	-	5,956.00		5,956.00	100%	-	\$ 297.80
37	Electric Load Center	43,159.46	40,000.00	3,159.46		43,159.46	100%	-	\$ 2,157.97
LANDSCAPE									
38	Cathedral Live Oak (Quercus virginiana 'Cathedral')	1,655.04	1,655.04			1,655.04	100%	-	\$ 82.75
39	Sky Climber Live Oak (Quercus virginiana 'Sky Climber')	15,901.92	4,899.00			4,899.00	31%	11,002.92	\$ 244.95
40	Cabbage Palm (Sabal palmetto)	8,830.40	-			-	0%	8,830.40	\$ -
41	Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')	4,341.85	3,276.74			3,276.74	75%	1,065.11	\$ 163.84
42	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	541.26	-			-	0%	541.26	\$ -
43	Elaine Agapanthus (Agapanthus X 'Elaine')	7,128.52	-			-	0%	7,128.52	\$ -
44	Dwarf Bottlebrush (Callistemon viminalis 'Little John')	6,896.32	-			-	0%	6,896.32	\$ -
45	Variegated Flax Lily (Dianella tasmanica 'Variegata')	10,661.04	-			-	0%	10,661.04	\$ -
46	Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')	1,889.44	-			-	0%	1,889.44	\$ -
47	Cerise Charm Loropetalum (Loropetalum chinense 'Kurobigin')	352.80	-			-	0%	352.80	\$ -
48	Firepower Heavenly Bamboo (Nandina domestica 'Firepower')	2,923.44	-			-	0%	2,923.44	\$ -
49	Hamel Fountain Grass (Pennisetum alopecuroides 'Hamel')	1,414.80	-			-	0%	1,414.80	\$ -
50	White Drift Groundcover Rose (Rosa x 'Meisiorland' TM)	8,823.46	2,352.95			2,352.95	27%	6,470.51	\$ 117.65
51	Knock Out Shrub Rose (Rosa x 'Radrazz' TM)	2,621.78	-			-	0%	2,621.78	\$ -
52	Asiatic Jasmine (Trachelospermum asiaticum)	2,203.20	-			-	0%	2,203.20	\$ -
53	Society Garlic (Tulbaghia violacea)	897.60	-			-	0%	897.60	\$ -
54	Walter's Viburnum (Viburnum obovatum 'Grande Select')	11,815.20	6,801.05			6,801.05	58%	5,014.15	\$ 340.05
55	Mrs. Schillers Delight Walter's Viburnum	6,122.76	-			-	0%	6,122.76	\$ -
56	Muhly Grass (Muhlenbergia capillaris)	700.11	-			-	0%	700.11	\$ -
57	Terra Toggle Tree Anchors	4,705.20	2,200.00			2,200.00	47%	2,505.20	\$ 110.00
58	Mulch 3"	9,688.54	2,500.00			2,500.00	26%	7,188.54	\$ 125.00
59	Landscape Bed Prep (includes 6" of topsoil)	14,645.28	4,000.00			4,000.00	27%	10,645.28	\$ 200.00
60	Weed Barrier Fabric	3,793.50	-			-	0%	3,793.50	\$ -
IRRIGATION									
61	Irrigation System	29,784.81	21,000.00			21,000.00	71%	8,784.81	\$ 1,050.00
ALLOWANCES									
62	Permits allowance	10,000.00	10,000.00			10,000.00	100%	-	\$ 500.00
63	Testing Allowance	10,000.00	10,000.00			10,000.00	100%	-	\$ 500.00
64	Temp Utility Services & Fees Allowance	3,000.00	3,000.00			3,000.00	100%	-	\$ 150.00
65	Street Cleaning Allowance	3,000.00	3,000.00			3,000.00	100%	-	\$ 150.00
66	Bike Lane Striping Allowance	7,500.00	5,000.00	1,000.00		6,000.00	80%	1,500.00	\$ 300.00
						-	#DIV/0!	-	\$ -
						-	#DIV/0!	-	\$ -
		1,809,094.68	1,367,339.97	47,787.78	-	1,415,097.73	87.84%	193,996.95	\$ 70,754.89

CONTINUATION SHEET - RIVERSEDGE BLVD.

APPLICATION #: 2

APPLICATION DATE: 05/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H/C	H	I
SCHEDULE OF VALUES - RIVERSEDGE BLVD									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	14,791.00	10,000.00	3,000.00		13,000.00	88%	1,791.00	\$ 650.00
2	Payment and Performance Bond/Insurance	44,374.00	44,374.00			44,374.00	100%	-	\$ 2,218.70
3	Survey and Layout	29,583.00	14,500.00	10,000.00		24,500.00	83%	5,083.00	\$ 1,275.00
4	Maintenance of Traffic	14,791.00	6,500.00	2,000.00		8,500.00	57%	6,291.00	\$ 425.00
5	Travel, Accommodations, Per Diem	80,696.00	14,500.00	20,000.00		34,500.00	43%	46,196.00	\$ 1,725.00
6	Mock Ups	2,500.00	2,500.00			2,500.00	100%	-	\$ 125.00
7	As-Builts	7,395.00	-			-	0%	7,395.00	\$ -
8	Project Management, Safety, Toilets, Trailers	88,749.00	22,000.00	20,000.00		42,000.00	47%	46,749.00	\$ 2,100.00
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	6,000.00	3,450.00	500.00		3,950.00	66%	2,050.00	\$ 197.50
10	Silt Fence	1,200.00	800.00	100.00		900.00	75%	300.00	\$ 45.00
11	Inlet Protection	1,920.00	1,200.00	150.00		1,350.00	70%	570.00	\$ 67.50
EARTHWORK									
12	Stockpiling & Replacement of Soil below Cap	2,400.00	2,000.00	100.00		2,100.00	88%	300.00	\$ 105.00
13	Site Grading	8,000.00	3,700.00	2,000.00		5,700.00	71%	2,300.00	\$ 285.00
HARDSCAPE - Streetscape CRA Riversedge									
14	H102 Concrete Sidewalk Type 1 - Rock Salt finish	45,158.75	-	23,079.37		23,079.37	50%	23,079.38	\$ 1,153.97
15	H103 Concrete Sidewalk Type 2 - Broom Finish	77,033.00	-	45,219.80		45,219.80	60%	30,813.20	\$ 2,310.99
16	H106 ODP Pedestrian Paver 12"x4"x2.25" Greystone and Carbon Black	178,064.20	103,761.19	20,883.75		124,644.94	70%	53,419.26	\$ 6,232.25
17	H101 ODP Pedestrian Paver 12"x4"x2.25" Greystone and Carbon Black	137,557.72	90,394.05	5,896.35		96,290.40	70%	41,267.32	\$ 4,814.52
18	H-101 CIP Standard Concrete Ped. Sidewalk Natural Gray, broom finish	9,896.04	750.00	5,187.62		5,937.62	60%	3,958.42	\$ 296.88
19	H-101 CIP Standard concrete Veh. Sidewalk Natural Gray, broom finish	17,155.22	750.00	9,543.13		10,293.13	60%	6,862.09	\$ 514.66
20	H101 3" Wide Concrete Banding Natural Gray, broom finish	2,555.00	-	1,533.00		1,533.00	60%	1,022.00	\$ 76.65
21	H102 Light grey colored concrete ped paving w/broom finish	18,389.58	500.00	10,533.75		11,033.75	60%	7,355.83	\$ 551.69
22	H102 Light grey colored concrete veh. paving w/broom finish	18,991.74	500.00	10,895.04		11,395.04	60%	7,596.70	\$ 569.75
23	H103 Pedestrian paver 3/4" Prolite premium by Selden	97,015.52	47,500.00	10,709.31		58,209.31	60%	38,806.21	\$ 2,910.47
24	S101 Bike Rack, Loop bike rack, silver color by Landscape Forms	6,750.00	-	3,375.00		3,375.00	50%	3,375.00	\$ 168.75
25	Expansion Joint, Cap & Caulk with Galv dowels	4,662.00	1,250.00	1,081.00		2,331.00	50%	2,331.00	\$ 116.55
26	Expansion Joint, Cap & Caulk	2,251.50	750.00	375.75		1,125.75	50%	1,125.75	\$ 56.29
27	Expansion Joint at subslab only	1,498.00	500.00	398.80		898.80	60%	599.20	\$ 44.94
28	SF102 Waste receptacle (Poe Litter) by Landscape Forms	24,500.00	-			-	0%	24,500.00	\$ -
29	SF103 Bike rack, Emerson bike rack, Silver color by Landscape Forms	5,600.00	-			-	0%	5,600.00	\$ -
30	SF105 Monolithic bench, Stella (Star) color, polished finish	148,787.00	50,000.00	54,150.00		104,150.00	70%	44,637.00	\$ 5,207.50
31	SF106 Monolithic cube, Stella (Star) color, polished finish	67,200.00	40,000.00	7,040.00		47,040.00	70%	20,160.00	\$ 2,352.00
32	Expansion Joint, Cap & Caulk with Galv dowels	20,181.00	2,250.00	7,840.50		10,090.50	50%	10,090.50	\$ 504.53
33	Expansion Joint, Cap & Caulk	3,743.00	250.00	1,621.50		1,871.50	50%	1,871.50	\$ 93.58
34	Expansion Joint at subslab only	1,806.00	250.00	833.60		1,083.60	60%	722.40	\$ 54.18
35	SF207 Directional Signage	37,050.00	-			-	0%	37,050.00	\$ -
ELECTRICAL									
36	Sub General Conditions	20,501.94	17,900.00			17,900.00	87%	2,601.94	\$ 895.00

CONTINUATION SHEET - RIVERSEDGE BLVD.

APPLICATION #: 9

APPLICATION DATE: 05/21/25

TO:

PERIOD FROM: 04/01/25

Kimley-Horn and Associates, Inc.

PERIOD TO: 04/30/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES - RIVERSEDGE BLVD									
37	Monolithic Bench Electrical	32,586.63	10,000.00	6,293.31		16,293.31	50%	16,293.32	\$ 814.67
38	Power Receptacle GFI	9,272.78	4,400.00	2,554.38		6,954.38	75%	2,318.20	\$ 347.73
39	Landscape Uplight	31,605.00	-	23,709.75		23,709.75	75%	7,901.25	\$ 1,185.19
40	1" Conduit from pull boxes to GFI, Uplights, Monolithic Benches	49,829.30	15,000.00	19,880.51		34,880.51	70%	14,948.79	\$ 1,744.03
41	IEA Transformer Wiring & Conduit Allowance (100' from Load Center)	5,956.00	-	4,645.68		4,645.68	78%	1,310.32	\$ 232.28
42	Electrical Load Center	43,159.46	10,000.00	23,664.37		33,664.37	78%	9,495.09	\$ 1,683.22
LANDSCAPE									
43	Cathedral Live Oak (Quercus virginiana 'Cathedral')	14,895.36	-			-	0%	14,895.36	\$ -
44	Bosque Elm (Ulmus parvifolia 'Bosque')	11,920.80	-			-	0%	11,920.80	\$ -
45	Natchez Grape Myrtle (Lagerstroemia indica x fauriei 'Natchez')	3,473.48	-			-	0%	3,473.48	\$ -
46	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	360.84	-			-	0%	360.84	\$ -
47	Elsaine Agapanthus (Agapanthus X 'Elsaine')	3,674.38	-			-	0%	3,674.38	\$ -
48	Cast Iron Plant (Aspidistra elatior)	2,153.34	-			-	0%	2,153.34	\$ -
49	Variegated Flax Lily (Dianella tasmanica 'Variegata')	1,985.88	-			-	0%	1,985.88	\$ -
50	Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')	2,193.10	-			-	0%	2,193.10	\$ -
51	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	1,411.02	-			-	0%	1,411.02	\$ -
52	Cerise Charm Loropetalum (Loropetalum chinense 'Kurobigin')	12,594.96	-			-	0%	12,594.96	\$ -
53	Firepower Heavenly Bamboo (Nandina domestica 'Firepower')	2,361.24	-			-	0%	2,361.24	\$ -
54	White Drift Groundcover Rose (Rosa x 'Meizerland' TM)	693.98	-			-	0%	693.98	\$ -
55	Asiatic Jasmine (Trachelospermum asiaticum)	685.44	-			-	0%	685.44	\$ -
56	Society Garlic (Tulbaghia violacea)	505.92	-			-	0%	505.92	\$ -
57	Mrs. Schillers Delight Walter's Viburnum	5,957.28	-			-	0%	5,957.28	\$ -
58	Muhly Grass (Muhlenbergia capillaris)	648.25	-			-	0%	648.25	\$ -
59	Terra Toggle Tree Anchors	2,744.70	-			-	0%	2,744.70	\$ -
60	Mulch 3"	6,096.16	-			-	0%	6,096.16	\$ -
61	Landscape Bed Prep (includes 6" of topsoil)	9,200.24	-			-	0%	9,200.24	\$ -
62	Weed Barrier Fabric	2,391.75	-			-	0%	2,391.75	\$ -
IRRIGATION									
63	Irrigation System	19,998.54	1,000.00	2,000.00		3,000.00	15%	16,998.54	\$ 150.00
ALLOWANCES									
64	Permits allowance	10,000.00	3,784.68			3,784.68	38%	6,215.32	\$ 189.23
65	Testing Allowance	10,000.00	3,000.00	2,000.00		5,000.00	50%	5,000.00	\$ 250.00
66	Temp Utility Services & Fees Allowance	3,000.00	500.00	500.00		1,000.00	33%	2,000.00	\$ 50.00
67	Street Cleaning Allowance	3,000.00	2,550.00	200.00		2,750.00	92%	250.00	\$ 137.50
68	Structural Soils (COD & CRA combined)	93,886.00	61,688.00	32,198.00		93,886.00	100%	-	\$ 4,694.30
69	Silva Cells (COD & CRA combined)	137,034.60	82,935.00	20,000.00		102,935.00	75%	34,099.60	\$ 5,146.75
		1,785,022.64	677,886.32	416,687.47	-	1,094,374.33	61.31%	690,648.31	\$ 84,716.73

CONTINUATION SHEET - OVERLAND TRAIL

APPLICATION #: 9

APPLICATION DATE: 05/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES OVERLAND TRAIL									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	1,491.00	1,400.00	76.08		1,476.08	99%	14.92	\$ 73.80
2	Payment and Performance Bond	5,075.00	5,075.00			5,075.00	100%	-	\$ 253.75
3	Survey and Layout	2,981.00	2,981.00			2,981.00	100%	-	\$ 149.05
4	Maintenance of Traffic	1,491.00	1,400.00	76.08		1,476.08	99%	14.92	\$ 73.80
5	Travel, Accommodations, Per Diem	1,460.00	1,410.00	35.40		1,445.40	99%	14.60	\$ 72.27
6	As-Builts	745.00	-			-	0%	745.00	\$ -
7	Project Management, Safety, Toilets, Trailers	11,926.00	11,750.00			11,750.00	99%	176.00	\$ 587.50
SOIL EROSION CONTROL									
8	SWPPP Weekly Inspection and Maintenance	1,500.00	1,350.00			1,350.00	90%	150.00	\$ 67.50
9	Silt Fence	1,500.00	1,400.00	85.00		1,485.00	99%	15.00	\$ 74.25
EARTHWORK									
10	Stockpiling & Replacement of Soil below Cap	1,800.00	1,800.00			1,800.00	100%	-	\$ 90.00
11	Site Grading	6,000.00	6,000.00			6,000.00	100%	-	\$ 300.00
LANDSCAPE									
12	Sky Climber Live Oak (Quercus virginiana 'Sky Climber')	18,552.24	18,518.46			18,518.46	100%	33.78	\$ 925.92
13	Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')	22,577.62	22,076.50	275.34		22,351.84	99%	225.78	\$ 1,117.59
14	Elaine Agapanthus (Agapanthus X 'Elaine')	4,991.98	4,900.00	42.00		4,942.00	99%	49.98	\$ 247.10
15	Variegated Flax Lily (Dianella tasmanica 'Variegata')	8,936.46	8,500.00	347.10		8,847.10	99%	89.36	\$ 442.36
16	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	348.40	325.00	19.92		344.92	99%	3.48	\$ 17.25
17	Texas Sage (Leucophyllum frutescens)	4,710.32	4,500.00	163.22		4,663.22	99%	47.10	\$ 233.15
18	White Drift Groundcover Rose (Rosa x 'Meisiorland' TM)	7,187.65	7,000.00	115.77		7,115.77	99%	71.88	\$ 355.79
19	Walter's Viburnum (Viburnum obovatum 'Grande Select')	3,347.64	3,000.00	314.15		3,314.15	99%	33.48	\$ 165.71
20	Muhly Grass (Muhlenbergia capillaris)	7,493.77	7,000.00	418.83		7,418.83	99%	74.94	\$ 370.94
21	Terra Toggle Tree Anchors	5,228.00	5,000.00	175.72		5,175.72	99%	52.28	\$ 258.79
22	Mulch 3"	9,144.24	4,000.00	5,052.79		9,052.79	99%	91.45	\$ 452.54
23	Landscape Bed Prep (includes 6" of topsoil) 144	13,518.72	13,000.00	383.53		13,383.53	99%	135.19	\$ 669.18
24	Weed Barrier Fabric	3,495.60	-			-	0%	3,495.60	\$ -
IRRIGATION									
25	Irrigation System	24,313.35	23,648.04	422.18		24,070.22	99%	243.13	\$ 1,203.51
ALLOWANCES									
26	Temp Utility Services & Fees Allowance	400.00	300.00	100.00		400.00	100%	-	\$ 20.00
27								-	\$ -
28								-	\$ -
29								-	\$ -
30								-	\$ -
		170,214.98	166,334.00	5,183.12	-	164,437.12	96.81%	5,777.87	\$ 2,221.88

CONTINUATION SHEET - RIVERWALK EXTENSION

APPLICATION #: 9

APPLICATION DATE: 05/21/25

TO:

PERIOD FROM: 04/01/25

Kimley-Horn and Associates, Inc.

PERIOD TO: 04/30/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES RIVERWALK EXTENSION									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	21,093.00	19,000.00	1,000.00		20,000.00	95%	1,093.00	\$ 1,000.00
2	Payment and Performance Bond	64,124.00	64,124.00			64,124.00	100%	-	\$ 3,206.20
3	Survey and Layout	42,185.00	42,185.00			42,185.00	100%	-	\$ 2,109.25
4	Maintenance of Traffic	21,093.00	20,000.00			20,000.00	95%	1,093.00	\$ 1,000.00
5	Travel, Accommodations, Per Diem	146,447.00	143,000.00	1,750.00		144,750.00	99%	1,697.00	\$ 7,237.50
6	Mock Ups	15,000.00	15,000.00			15,000.00	100%	-	\$ 750.00
7	As-Builts	10,546.00	-			-	0%	10,546.00	\$ -
8	Project Management, Safety, Toilets, Trailers	126,556.00	121,000.00	2,000.00		123,000.00	97%	3,556.00	\$ 6,150.00
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	5,000.00	4,500.00	100.00		4,600.00	92%	400.00	\$ 230.00
10	Silt Fence	5,500.00	5,350.00	100.00		5,450.00	99%	50.00	\$ 272.50
EARTHWORK									
11	Stockpiling & Replacement of Soil below Cap	4,800.00	4,750.00	50.00		4,800.00	100%	-	\$ 240.00
12	Site Grading	9,600.00	9,500.00	100.00		9,600.00	100%	-	\$ 480.00
HARDSCAPE - Riverwalk CRA									
13	RW101 CIP concrete Riverwalk paving - Pantone Blue 7452C	124,166.00	121,682.68	1,500.00		123,182.68	99%	983.32	\$ 6,159.13
14	RW102 CIP concrete Riverwalk paving - Pantone Blue 2717C	295,641.50	289,728.67			289,728.67	98%	5,912.83	\$ 14,486.43
15	RW103 CIP Concrete Riverwalk paving - Pantone Peach 7416C	179,904.00	176,305.92			176,305.92	98%	3,598.08	\$ 8,815.30
16	RW104 CIP Concrete Riverwalk paving - Pantone Tan 7499C	146,640.00	143,707.20	1,400.00		145,107.20	99%	1,532.80	\$ 7,251.36
17	RW105 Riverwalk paver accent band - Pantone Tan 467C	81,540.00	79,909.20	815.00		80,724.20	99%	815.80	\$ 4,036.21
18	H-101 CIP standard concrete sidewalk, natural grey color, broom finish	5,007.75	4,907.60	50.00		4,957.60	99%	50.15	\$ 247.88
19	H101 3' wide standard concrete banding, natural grey color, broom finish	7,609.50	7,457.31	75.00		7,532.31	99%	77.19	\$ 376.62
20	F-101 Riverwalk railing with SS wire cables	493,050.00	396,000.00	90,000.00		486,000.00	99%	7,050.00	\$ 24,300.00
21	RW106 Riverwalk bench, black color by Dumor	41,976.00	-	41,976.00		41,976.00	100%	-	\$ 2,098.80
22	RW107 Riverwalk waste receptacle, black color, surface mounted by Dumor	7,140.00	-	7,140.00		7,140.00	100%	-	\$ 357.00
23	S104 Drinking fountain, GY series, pedestal mounted by Murdock	23,971.88	18,500.00	1,000.00		19,500.00	81%	4,471.88	\$ 975.00
24	S105 Pet Station, Black color by Pet Waste Eliminator	3,315.00	3,100.00	215.00		3,315.00	100%	-	\$ 165.75
25	S108 55' Outdoor doublesided digital kiosk w/ shade structure and foundation	153,352.00	124,720.74			124,720.74	81%	28,631.26	\$ 6,296.04
26	S115: Bollard, #B8 bollard, 36" Ht. w/ Pitch Semi-Gloss color by Tournesol	11,000.00	5,000.00	5,000.00		10,000.00	91%	1,000.00	\$ 500.00
27	Expansion Joint, Cap & Caulk with galv dowels	23,111.55	19,000.00	4,111.55		23,111.55	100%	-	\$ 1,155.58
28	Expansion Joint, Cap & Caulk	12,541.90	10,500.00	1,950.00		12,450.00	99%	91.90	\$ 622.50
29	Expansion Joint	22,949.40	22,700.00			22,700.00	99%	249.40	\$ 1,135.00
CRA Offsite Improvements									
30	RW102 CIP concrete Riverwalk paving - Pantone Blue 2717C	12,470.50	12,250.00	110.00		12,360.00	99%	110.50	\$ 618.00
31	RW103 CIP Concrete Riverwalk paving - Pantone Peach 7416C	2,448.00	2,350.00	75.00		2,425.00	99%	23.00	\$ 121.25
32	RW104 CIP Concrete Riverwalk paving - Pantone Tan 7499C	14,452.50	13,950.00	325.00		14,275.00	99%	177.50	\$ 713.75
33	RW105 Riverwalk paver accent band - Pantone Tan 467C	4,635.00	4,400.00	199.00		4,599.00	99%	36.00	\$ 229.95
34	H-101 CIP standard concrete sidewalk, natural grey color, broom finish	2,070.75	1,950.00	90.00		2,040.00	99%	30.75	\$ 102.00
35	S101 Bike rack, Loop bike rack - AE100-02, Silver color by Landscape Forms	4,050.00	-			-	0%	4,050.00	\$ -
36	RW107 Riverwalk waste receptacle, black color, surface mounted by Dumor	2,380.00	-			-	0%	2,380.00	\$ -

CONTINUATION SHEET - RIVERWALK EXTENSION

APPLICATION #: 9

APPLICATION DATE: 05/21/25

PERIOD FROM: 6-4/01/25

PERIOD TO: 6/30/25

TO:

Kimley-Horn and Associates, Inc.

PERIOD TO: 04/30/25										
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%	
			PREV. APPS	THIS PERIOD						
A	B	C	D	E	F	G (D+E+F)	G/C	H	I	
SCHEDULE OF VALUES RIVERWALK EXTENSION										
37	Expansion Joint, zip strip & Caulk at bulkhead	418.00	200.00	213.82		413.82	99%	4.18	\$ 20.69	
38	Expansion Joint, dowels, (no caulk) at paver sub bands	1,293.60	500.00	786.65		1,280.65	99%	12.94	\$ 64.03	
	ELECTRICAL			-					\$ -	
39	Sub General Conditions	33,959.92	33,150.00	130.72		33,280.72	98%	679.20	\$ 1,654.04	
40	Power receptacle GFI	3,371.92	3,100.00	204.48		3,304.48	98%	57.44	\$ 165.22	
41	1" conduit from pull box to lights, gfi's	15,967.40	15,500.00	148.05		15,648.05	98%	319.35	\$ 781.40	
42	Electrical load center	43,159.46	25,000.00	17,296.27		42,296.27	98%	863.19	\$ 2,114.91	
43	IEA Transformer Wiring & Conduit Allowance (100' from Load Center)	5,956.00	-	5,896.44		5,896.44	99%	59.56	\$ 294.82	
44	Riverwalk Pedestrian Light	213,895.95	173,000.00	38,756.99		211,756.99	99%	2,138.96	\$ 10,587.85	
	LANDSCAPING			-					\$ -	
45	American Sycamore	18,552.24	-	7,421.00		7,421.00	40%	11,131.24	\$ 371.05	
46	Southern Live Oak (Quercus virginiana)	1,325.16	-	530.00		530.00	40%	795.16	\$ 26.50	
47	Cabbage Palm - 15' Clear Trunk (Sabal palmetto)	1,070.82	-	428.00		428.00	40%	642.82	\$ 21.40	
48	Cabbage Palm - 18' Clear Trunk (Sabal palmetto)	1,070.82	-	428.00		428.00	40%	642.82	\$ 21.40	
49	Cabbage Palm - 21' Clear Trunk (Sabal palmetto)	1,070.82	-	428.00		428.00	40%	642.82	\$ 21.40	
50	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	180.42	-	72.00		72.00	40%	108.42	\$ 3.60	
51	Wheeler's Dwarf Pittosporum (Pittosporum tobira 'Wheeler's Dwarf')	2,014.69	-	805.00		805.00	40%	1,209.69	\$ 40.25	
52	Sugar Plum Agapanthus (Agapanthus x 'Sugar Plum')	492.87	-	197.00		197.00	40%	295.87	\$ 9.85	
53	Dwarf Bottlebrush	535.92	-	214.00		214.00	40%	321.92	\$ 10.70	
54	Variegated Flax Lily (Dianella tasmanica 'Variegata')	818.74	-	327.00		327.00	40%	491.74	\$ 16.35	
55	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	540.02	-	216.00		216.00	40%	324.02	\$ 10.80	
56	Big Blue Lilyturf (Liriope muscari 'Big Blue')	1,400.21	-	560.00		560.00	40%	840.21	\$ 28.00	
57	Variegated Asiatic Jasmine (Trachelospermum asiaticum 'Variegata')	286.79	-	115.00		115.00	40%	171.79	\$ 5.75	
58	Muhly Grass (Muhlenbergia capillaris)	544.53	-	217.00		217.00	40%	327.53	\$ 10.85	
59	Heavy Metal Switch Grass (Panicum virgatum 'Heavy Metal')	1,202.52	-	481.00		481.00	40%	721.52	\$ 24.05	
60	Dwarf Falahatches Grass	617.99	-	247.00		247.00	40%	370.99	\$ 12.35	
61	Seashore Paspalum (Paspalum vaginatum)	1,168.16	-	467.00		467.00	40%	701.16	\$ 23.35	
62	Terra Toggle Tree Anchors	1,960.50	-	784.00		784.00	40%	1,176.50	\$ 39.20	
63	Mulch 3"	4,572.12	-	1,828.00		1,828.00	40%	2,744.12	\$ 91.40	
64	Landscape Bed Prep (includes 6" of topsoil)	6,289.96	-	2,515.00		2,515.00	40%	3,774.96	\$ 125.75	
65	Weed Barrier Fabric	1,626.30	-	650.00		650.00	40%	976.30	\$ 32.50	
	IRRIGATION			-					\$ -	
66	Irrigation System	12,909.74	3,000.00	9,780.64		12,780.64	99%	129.10	\$ 639.03	
	ALLOWANCES								\$ -	
67	Permits allowance	15,000.00							\$ -	
68	Testing Allowance	15,000.00	14,250.00			14,250.00	95%	750.00	\$ 712.50	
69	Temp Utility Services & Fees Allowance	4,000.00	3,250.00			3,250.00	81%	750.00	\$ 162.50	
70	Street Cleaning Allowance	3,000.00	2,600.00			2,600.00	87%	400.00	\$ 130.00	
						-	#DIV/0!	-	\$ -	
						-	#DIV/0!	-	\$ -	
		2,552,640.82	2,180,078.33	253,269.82	-	2,433,347.94	94.85%	114,282.88	\$ 121,867.46	

CONTRIBUTION SHEET - NORTHWEST PARK

TO:

Kimley-Horn and Associates, Inc.

APPLICATION #: 9

APPLICATION DATE: 05/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES NORTHWEST PARK									
	GENERAL CONDITIONS								
1	Mobilization and Demobilization	4,192.00	3,250.00			3,250.00	78%	942.00	\$ 162.50
2	Payment and Performance Bond	14,835.00	14,835.00			14,835.00	100%	-	\$ 741.75
3	Survey and Layout	8,385.00	8,250.00			8,250.00	98%	135.00	\$ 412.50
4	Maintenance of Traffic	4,192.00	3,950.00	100.00		4,050.00	97%	142.00	\$ 202.50
5	Travel, Accommodations, Per Diem	12,858.00	11,000.00	1,000.00		12,000.00	93%	858.00	\$ 600.00
6	Mock Ups	10,000.00	10,000.00			10,000.00	100%	-	\$ 500.00
7	As-Builts	2,096.00	-			-	0%	2,096.00	\$ -
8	Project Management, Safety, Toilets, Trailers	27,250.00	25,000.00	1,000.00		26,000.00	95%	1,250.00	\$ 1,300.00
	SOIL EROSION CONTROL								
9	SWPPP Weekly Inspection and Maintenance	1,500.00	1,300.00	100.00		1,400.00	93%	100.00	\$ 70.00
10	Silt Fence	400.00	350.00	50.00		400.00	100%	-	\$ 20.00
	EARTHWORK								
11	Stockpiling & Replacement of Soil below Cap	600.00	600.00			600.00	100%	-	\$ 30.00
12	Import Fill Material/Transfer from On-Site	1,800.00	1,800.00			1,800.00	100%	-	\$ 90.00
13	Site Grading	2,500.00	2,500.00			2,500.00	100%	-	\$ 125.00
	HARDSCAPE - Northwest Riverfront Park								
14	H108: Sandblasted concrete, 4" thick	25,215.00	23,500.00	1,462.85		24,962.85	99%	252.15	\$ 1,248.14
15	H110: Synthetic turf (ForeverLawn), 1/2", Classic Putt synthetic turf	32,784.00	31,000.00	1,456.16		32,456.16	99%	327.84	\$ 1,622.81
16	H106: 4" - 8" Wide x 10" thick concrete curb (optional)	3,220.00	3,220.00	-		3,220.00	100%	-	\$ 161.00
17	RW107: Riverwalk Waste Receptacle, black color by Dumor	2,380.00	-	2,380.00		2,380.00	100%	-	\$ 119.00
18	S120: Curved bench by Wasau	56,000.00	-	-		-	0%	56,000.00	\$ -
19	S125: Durban concrete park bench, Grey color by Durban Precast	5,416.50	-	5,362.33		5,362.33	99%	54.17	\$ 268.12
20	Expansion Joint, Cap & Caulk with galv dowels	1,501.50	1,150.00	336.49		1,486.49	99%	15.01	\$ 74.32
	ELECTRICAL								
21	Sub General Conditions	14,889.68	14,250.00	490.78		14,740.78	99%	148.90	\$ 737.04
22	Riverwalk pedestrian light	57,038.92	29,150.00	27,318.53		56,468.53	99%	570.39	\$ 2,823.43
23	Power Receptacle GFI	1,264.47	550.00	701.83		1,251.83	99%	12.64	\$ 62.59
24	1" conduit from pull box to lights, gfi's	19,959.25	19,500.00	259.66		19,759.66	99%	199.59	\$ 987.98
25	Park Pedestrian Light	74,391.15	35,000.00	38,647.24		73,647.24	99%	743.91	\$ 3,682.36
	LANDSCAPE								
26	Bosque Elm (Ulmus parvifolia 'Bosque')	4,470.30	-	4,023.27		4,023.27	90%	447.03	\$ 201.16
27	Southern Live Oak (Quercus virginiana)	9,276.12	-	8,348.51		8,348.51	90%	927.61	\$ 417.43
28	Cabbage Palm - 15' Clear Trunk (Sabal palmetto)	2,141.64	-	1,927.48		1,927.48	90%	214.16	\$ 96.37
29	Cabbage Palm - 18' Clear Trunk (Sabal palmetto)	5,354.10	-	4,818.69		4,818.69	90%	535.41	\$ 240.93
30	Cabbage Palm - 21' Clear Trunk (Sabal palmetto)	2,141.64	-	1,927.48		1,927.48	90%	214.16	\$ 96.37
31	Natchez Crape Myrtle - Single Trunk (Lagerstroemia indica x fauriei 'Natchez')	5,210.22	-	4,689.20		4,689.20	90%	521.02	\$ 234.46
32	Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee')	7,815.33	-	7,033.80		7,033.80	90%	781.53	\$ 351.69
33	Inkberry (Ilex glabra)	944.64	-	-		-	0%	944.64	\$ -
34	Wheeler's Dwarf Pittosporum (Pittosporum tobira 'Wheeler's Dwarf')	330.77	-	-		-	0%	330.77	\$ -
35	Sugar Plum Agapanthus (Agapanthus x 'Sugar Plum')	2,065.36	-	-		-	0%	2,065.36	\$ -
36	Hallmark Starfled Bulbine (Bulbine frutescens 'Hallmark')	586.96	-	-		-	0%	586.96	\$ -

CONTINUATION SHEET - NORTHWEST PARK

APPLICATION #: 9

APPLICATION DATE: 05/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H/C	H	I
SCHEDULE OF VALUES NORTHWEST PARK									
37	Variegated Flax Lily (Dianella tasmanica 'Variegata')	2,177.50	-	-	-	-	0%	2,177.50	\$ -
38	Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')	309.66	-	-	-	-	0%	309.66	\$ -
39	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	3,135.60	-	-	-	-	0%	3,135.60	\$ -
40	Big Blue Lilyturf (Liriope muscari 'Big Blue')	5,651.45	-	-	-	-	0%	5,651.45	\$ -
41	Variegated Asiatic Jasmine (Trachelospermum asiaticum 'Variegata')	1,484.56	-	-	-	-	0%	1,484.56	\$ -
42	Muhly Grass (Muhlenbergia capillaris)	285.23	-	-	-	-	0%	285.23	\$ -
43	Heavy Metal Switch Grass (Panicum virgatum 'Heavy Metal')	901.89	-	-	-	-	0%	901.89	\$ -
44	Dwarf Fakahatchee Grass	1,022.88	-	-	-	-	0%	1,022.88	\$ -
45	Terra Toggle Tree Anchors	3,267.50	-	3,234.83	-	3,234.83	99%	32.67	\$ 161.74
46	Mulch 3"	6,858.19	-	-	-	-	0%	6,858.19	\$ -
47	Landscape Bed Prep (includes 6" of topsoil)	9,857.40	-	9,758.83	-	9,758.83	99%	98.57	\$ 487.94
48	Weed Barrier Fabric	2,553.30	-	-	-	-	0%	2,553.30	\$ -
IRRIGATION									
49	Irrigation System	18,510.06	8,888.67	5,549.18	-	14,437.85	78%	4,072.21	\$ 721.89
ALLOWANCES									
50	Permits allowance	3,000.00	-	-	-	-	0%	3,000.00	\$ -
51	Testing Allowance	3,000.00	3,000.00	-	-	3,000.00	100%	-	\$ 150.00
52	Temp Utility Services & Fees Allowance	1,000.00	500.00	-	-	500.00	50%	500.00	\$ 25.00
53	Street Cleaning Allowance	3,000.00	2,350.00	200.00	-	2,550.00	85%	450.00	\$ 127.50
54	Interactive swing Installation and Foundation Only	10,333.33	10,000.00	333.33	-	10,333.33	100%	-	\$ 516.67
55	The Heart of the Park sculpture Installation and Foundation Only	1,814.81	1,000.00	-	-	1,000.00	55%	814.81	\$ 50.00
							#DIV/0!	-	\$ -
		682,162.91	295,883.67	132,510.47	-	398,404.14	79.18%	104,768.77	\$ 19,920.21

CONTINUATION SHEET - CENTRAL PARK

APPLICATION #: 9

APPLICATION DATE: 05/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kinsley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	GC	H	I
SCHEDULE OF VALUES - CENTRAL PARK									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	12,489.00	7,000.00	2,000.00		9,000.00	72%	3,489.00	\$ 450.00
2	Payment and Performance Bond	118,980.00	118,980.00			118,980.00	100%	-	\$ 5,949.00
3	Survey and Layout	49,955.00	20,500.00	15,000.00		35,500.00	71%	14,455.00	\$ 1,775.00
4	Maintenance of Traffic	24,978.00	4,000.00	3,000.00		7,000.00	28%	17,978.00	\$ 350.00
5	Travel, Accommodations, Per Diem	194,166.00	12,500.00	30,000.00		42,500.00	22%	151,666.00	\$ 2,125.00
6	Mock Ups	10,000.00	9,500.00	500.00		10,000.00	100%	-	\$ 500.00
7	As-Builts	12,489.00	-			-	0%	12,489.00	\$ -
8	Project Management, Safety, Tollers, Trailers	149,866.00	27,000.00	16,000.00		43,000.00	29%	106,866.00	\$ 2,150.00
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	7,000.00	3,500.00	500.00		4,000.00	57%	3,000.00	\$ 200.00
10	Silt Fence	1,500.00	850.00	200.00		1,050.00	70%	450.00	\$ 52.50
EARTHWORK									
11	Stockpiling & Replacement of Soil below Cap	4,080.00	500.00	2,000.00		2,500.00	61%	1,580.00	\$ 125.00
12	Import Fill Material/Transfer from On-Site	12,000.00	-	2,000.00		2,000.00	17%	10,000.00	\$ 100.00
13	Site Grading	6,000.00	1,000.00	2,000.00		3,000.00	50%	3,000.00	\$ 150.00
HARDSCAPE - Central Riverfront Park									
14	H-101 CIP Standard concrete Ped. Sidewalk, natural gray color, broom finish.	102,408.90	-	10,240.89		10,240.89	10%	92,168.01	\$ 512.04
15	H-101 CIP Standard concrete Veh. Sidewalk, natural gray color, broom finish	9,925.62	-	992.56		992.56	10%	8,933.06	\$ 49.63
16	H101 3' Wide standard concrete banding, natural gray color, broom finish	55,428.00	-	-		-	0%	55,428.00	\$ -
17	H102 Cool Grey integral colored concrete paving, 4" thick and broom finish	67,058.42	2,000.00	8,058.76		10,058.76	15%	56,999.66	\$ 502.94
18	H102 Light Grey colored concrete Veh. paving, cool grey color, broom finish	16,828.32	-	-		-	0%	16,828.32	\$ -
19	H106 4" - 8" Wide x 10" thick concrete curb w/ #5 rebar #3 vert	57,388.50	10,000.00	6,068.78		16,068.78	28%	41,319.72	\$ 803.44
20	H103 ODP Pedestrian paver w/ 3/4" Prolite premium large format mortar	203,282.52	107,083.23			107,083.23	53%	96,199.29	\$ 5,354.16
21	H-105 Asphalt track- color blue, Master Sport Surface color pave ready mix	211,527.00	-	6,000.00		6,000.00	3%	205,527.00	\$ 300.00
22	RW101 CIP concrete Riverwalk paving Scofield color Hardener Pantone Blue 7452C	11,809.00	6,500.00	2,356.75		8,856.75	75%	2,952.25	\$ 442.84
23	RW106 Riverwalk bench, #95 steel 10' L w/ Black color by Dumor.	10,494.00	-	10,247.00		10,247.00	98%	247.00	\$ 12.35
24	RW107 Riverwalk Waste Receptacle, #B4-32 DM, Black color, surface mounted by Dumor	7,140.00	-	3,570.00		3,570.00	50%	3,570.00	\$ 178.50
25	S102 Waste receptacle, #HMM090C, Charcoal color, 45 gal. capacity by Belson	13,800.00	-	-		-	0%	13,800.00	\$ -
26	S105 Pet station, Superior Pet Waste Eliminator Station, Black color by Pet Waste Eliminator	1,105.00	-	552.50		552.50	50%	552.50	\$ 27.63
27	S111 Custom precast Circular benches w/ Diamond facets, color to match light grey concrete	459,360.00	2,500.00	2,500.00		5,000.00	1%	454,360.00	\$ 250.00
28	S112 Custom precast concrete seat, Light Grey, DC Kerkoff	309,685.00	2,500.00			2,500.00	1%	307,185.00	\$ 125.00
29	S113 Custom Precast Teardrop concrete bench w/ back by DC Kerkoff	441,126.00	2,500.00			2,500.00	1%	438,626.00	\$ 125.00
30	S115 Round campus bench B5726 26" Dia. x 17" Ht 586 color	3,400.00	-	2,800.00		2,800.00	82%	600.00	\$ 140.00
31	Expansion Joint, Cap & Curb	42,761.55	1,500.00	5,589.23		7,089.23	15%	40,172.32	\$ 854.46
32	Turf Mounds shaping fill dirt from site stock pile	53,142.04	-	-		-	0%	53,142.04	\$ -
33	Event Lawn Drainage - 6" HDPE Perforated drain pipe. Structure and removal of cont. soils	40,683.00	-	-		-	0%	40,683.00	\$ -
ELECTRICAL									
34	Sub General Conditions	89,910.76	83,500.00	(83,500.00)		-	0%	89,910.76	\$ -
35	Power Receptacle GFI	9,894.27	2,200.00	2,647.14		4,847.14	50%	4,847.13	\$ 242.36
36	1" conduit from pull box to lights, gfi's	101,861.00	68,000.00	3,302.70		71,302.70	70%	30,558.30	\$ 3,565.14
37	Central Park Pedestrian Light	325,482.57	-			227,837.00	70%	97,645.57	\$ 11,391.85
38	Landscape Lights	45,150.00	19,000.00	12,605.00		31,605.00	70%	13,545.00	\$ 1,580.25
39	Park pedestrian lights	89,269.38	29,100.00	24,461.63		53,561.63	60%	35,707.75	\$ 2,678.08
40	Central Park Inground lights	99,206.52	47,300.00	12,223.91		59,523.91	60%	39,682.61	\$ 2,976.20

CONTINUATION SHEET - CENTRAL PARK

TO:

Kimley-Horn and Associates, Inc.

APPLICATION #: 9

APPLICATION DATE: 05/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES - CENTRAL PARK									
41	Central Park sculpture light	107,473.73	50,600.00	13,884.24		64,484.24	60%	42,989.49	\$ 3,224.21
42	Landscape controller/soil sensor conduit/wiring (Internal wiring by Landscape)	2,382.40	-	-		-	0%	2,382.40	\$ -
43	Electrical load center	43,159.46	38,000.00	4,296.27		42,296.27	98%	863.19	\$ 2,114.81
LANDSCAPE									
44	Bosque Elm (Ulmus parvifolia "Bosque")	29,802.00	-	-		-	0%	29,802.00	\$ -
45	Live Oak - 8" Caliper (Quercus virginiana)	28,244.08	-	-		-	0%	28,244.08	\$ -
46	Natchez Crepe Myrtle - Single Trunk (Lagerstroemia indica x fauriei "Natchez")	19,104.14	-	-		-	0%	19,104.14	\$ -
47	Crinum Lily (Crinum asiaticum)	924.12	-	-		-	0%	924.12	\$ -
48	Dwarf Yaupon Holly (Ilex vomitoria)	2,276.59	-	-		-	0%	2,276.59	\$ -
49	Wheeler's Dwarf Pittosporum (Pittosporum tobira "Wheeler's Dwarf")	721.68	-	-		-	0%	721.68	\$ -
50	Getty White Agapanthus (Agapanthus x "Getty White")	6,334.02	-	-		-	0%	6,334.02	\$ -
51	Variegated Flax Lily (Dianella tasmanica "Variegata")	1,463.28	-	-		-	0%	1,463.28	\$ -
52	Big Blue Lilyturf (Liriope muscari "Big Blue")	657.93	-	-		-	0%	657.93	\$ -
53	Mondo grass (Ophiopogon japonicus)	5,225.88	-	-		-	0%	5,225.88	\$ -
54	Asiatic Jasmine (Trachelospermum asiaticum)	4,183.76	-	-		-	0%	4,183.76	\$ -
55	Dwarf Fakahatchee Grass	3,004.71	-	-		-	0%	3,004.71	\$ -
56	Seashore Paspalum (Paspalum vaginatum)	56,155.12	-	-		-	0%	56,155.12	\$ -
57	Terra Toggle Tree Anchors	6,012.20	-	-		-	0%	6,012.20	\$ -
58	Mulch 3"	9,579.68	-	-		-	0%	9,579.68	\$ -
59	Landscape Bed Prep (Includes 6" of topsoil)	13,894.24	-	-		-	0%	13,894.24	\$ -
60	Weed Barrier Fabric	3,588.75	-	-		-	0%	3,588.75	\$ -
IRRIGATION									
61	Irrigation System	39,346.99	-	7,500.00		7,500.00	19%	31,846.99	\$ 375.00
ALLOWANCES									
62	Permits allowance	20,000.00	3,112.00	-		3,112.00	16%	16,888.00	\$ 135.60
63	Testing Allowance	20,000.00	900.00	1,000.00		1,900.00	9%	18,500.00	\$ 75.00
64	Temp Utility Services & Fees Allowance	8,000.00	1,750.00	1,000.00		2,750.00	34%	5,250.00	\$ 137.50
65	Street Cleaning Allowance	8,000.00	600.00	500.00		1,100.00	37%	1,900.00	\$ 55.00
66	Digital Clock Allowance	50,000.00	9,450.23	-		9,450.23	19%	40,549.77	\$ 472.51
67	DMX Controllers, wiring & conduit Allowance	57,268.00	-	-		-	0%	57,268.00	\$ -
68	IEA Transformer Wiring & Conduit Allowance	5,956.00	-	-		-	0%	5,956.00	\$ -
		4,684,688.19	883,625.48	389,834.34	-	1,273,459.82	28.18%	2,981,723.31	\$ 82,647.98

CONSTRUCTION SHEET - NORTHEAST PARK

APPLICATION #: 8

APPLICATION DATE: 05/11/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kinley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H	I	J
Schedule of Values - NORTHEAST PARK									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	14,047.00	11,500.00	2,544.65		13,344.65	95%	702.35	\$ 657.23
2	Payment and Performance Bond	49,428.00	49,428.00			49,428.00	100%	-	\$ 2,471.40
3	Survey and Layout	29,616.00	29,616.00			29,616.00	100%	-	\$ 1,480.80
4	Maintenance of Traffic	14,050.00	11,000.00	500.00		13,500.00	96%	550.00	\$ 675.00
5	Travel, Accommodations, Per Diem	61,574.00	61,000.00	1,500.00		62,500.00	98%	1,024.00	\$ 3,135.00
6	Mock Ups	7,500.00	7,500.00			7,500.00	100%	-	\$ 375.00
7	As-Builts	7,024.00	-	-		-	0%	7,024.00	\$ -
8	Project Management, Safety, Toilets, Trailers	87,094.00	80,500.00	2,000.00		82,500.00	95%	4,594.00	\$ 4,125.00
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	3,500.00	3,250.00	100.00		3,350.00	96%	150.00	\$ 167.50
10	Silt Fence	1,000.00	925.00	25.00		950.00	95%	50.00	\$ 47.50
EARTHWORK									
11	Stockpiling & Replacement of Soil below Cap	1,740.00	1,740.00			1,740.00	100%	-	\$ 87.00
12	Import Fill Material/Transfer from On-Site	2,100.00	2,100.00			2,100.00	100%	-	\$ 105.00
13	Site Grading	4,000.00	4,000.00			4,000.00	100%	-	\$ 200.00
HAIRSCAPE - Northeast Riverfront Park									
14	H-101 CIP Standard concrete Ped. Sidewalk, natural gray color, broom finish	41,907.75	41,000.00			41,000.00	98%	907.75	\$ 2,050.00
15	RW102 CIP concrete Riverwalk paving, Scofield color, Pantone Blue 2717C, Salt Texture	26,302.50	26,100.00	216.57		26,316.57	99%	205.83	\$ 1,313.83
16	RW103 CIP concrete Riverwalk paving, Scofield color, Pantone Peach 7416C, Salt Texture	16,584.00	16,300.00	118.18		16,418.18	99%	165.84	\$ 820.91
17	RW104 CIP concrete Riverwalk paving, Scofield color, Pantone Tan 7439C, Salt Texture	10,340.00	10,000.00	236.00		10,236.00	99%	103.40	\$ 511.83
18	H104 Synthetic turf, SYN tipede 343 grass fiber	89,040.00	87,000.00	1,149.50		88,149.50	99%	890.40	\$ 4,407.48
19	H106 4" x 8" Wide x 10" thick concrete curb (sports surfacing & asphalt, interlock by others)	11,260.00	11,260.00	-		11,260.00	100%	-	\$ 563.00
20	RW106 Riverwalk bench, #25 steel 10' L w/ Black color by Dumar	3,498.00	-	3,498.00		3,498.00	100%	-	\$ 174.90
21	S101 Bike rack, Loop bike rack, Silver color by Landscape Forms	17,316.00	-	17,316.00		17,316.00	100%	-	\$ 865.80
22	S102 Waste receptacle, charcoal color, 45 gal capacity by Belbon	8,280.00	-	8,280.00		8,280.00	100%	-	\$ 414.00
23	S104 Drinking fountain, pedestal mounted bottle filler w/Bi-Level drinking fountain by Mundock	35,957.82	23,000.00	5,766.24		28,766.24	80%	7,191.56	\$ 2,438.31
24	S117 Bike repair and pump station by Madras	3,500.00	3,500.00	-		3,500.00	100%	-	\$ 175.00
25	S118 Yolo Memo Play Equipment	177,200.00	165,000.00			165,000.00	93%	12,200.00	\$ 6,250.00
26	S119 Curved bench, 17" inside radius, 24" wide, inside edge beveled by Wausau	10,500.00	10,000.00	290.00		10,290.00	98%	210.00	\$ 514.50
27	S123 Oct fit park picnic table, Gray wood and Green by MagIn.	125,312.00	120,000.00	2,805.76		122,805.76	98%	2,506.24	\$ 6,140.39
28	S124 Kayak stand, Concrete mount Commercial Storage Rack, black color by Dock Doctors	3,448.00	-	3,448.00		3,448.00	100%	-	\$ 172.40
29	F102 Black Playground Fence & 2 gates	57,855.00	47,205.00			47,205.00	82%	10,650.00	\$ 2,368.25
30	Expansion Joint, Cap & Caulk	6,762.00	4,500.00	2,126.76		6,626.76	98%	135.24	\$ 331.34
ELECTRICAL									
31	Sub-General Conditions	41,061.16	40,000.00	650.55		40,650.55	99%	410.61	\$ 2,082.53
32	Riverwalk Pedestrian Light	114,077.84	57,000.00	55,937.06		112,937.06	99%	1,140.78	\$ 5,846.85
33	Park pedestrian light	178,538.76	78,300.00	98,453.37		176,753.37	99%	1,785.39	\$ 8,837.67
34	Power receptacle	2,528.84	2,050.00	453.65		2,503.65	99%	25.29	\$ 125.18
35	Landscape light	9,030.00	4,500.00	4,439.70		8,939.70	99%	90.30	\$ 446.99
36	1" Conduit from pull box to lights, gfi's	39,918.50	37,500.00	2,619.32		39,519.32	99%	399.18	\$ 1,975.97
37	Electrical load center	43,159.46	40,000.00	2,727.00		42,727.00	99%	432.46	\$ 2,162.35
LANDSCAPE									
38	Bosque Elm (Ulmus parvifolia 'Bosque')	5,960.40	5,700.00	200.80		5,900.80	99%	59.60	\$ 298.04
39	Southern Live Oak (Quercus virginiana)	23,852.88	23,000.00	614.00		23,614.00	99%	238.88	\$ 1,180.70
40	Cabbage Palm - 15' Clear Trunk (Sabal palmetto)	18,274.76	-	16,383.00		16,383.00	85%	2,891.76	\$ 818.15
41	Cabbage Palm - 18' Clear Trunk (Sabal palmetto)	18,203.94	-	18,021.00		18,021.00	99%	182.94	\$ 901.05

42	Cabbage Palm - 21' Clear Trunk (Sabal palmetto)	14,991.48	-	14,841.00		14,841.00	99%	150.48	\$	742.05
CONTINUATION SHEET - NORTH/EAST PARK										
43	Natchez Grape Myrtle - Multi-Trunk (Lagerstroemia indica x fauriei 'Natchez')	9,552.07	-	9,456.00		9,456.00	99%	96.07	\$	472.80
44	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	120.24	-	119.00		119.00	99%	1.24	\$	5.95
45	Inkberry (Ilex glabra)	2,538.71	-	2,513.00		2,513.00	99%	25.72	\$	125.65
46	Dwarf Yaupon Holly (Ilex vomitoria)	868.39	-	858.00		858.00	99%	9.39	\$	42.95
47	Florida Sunshine Anise (Illicium parviflorum 'Florida Sunshine')	3,342.58	-	3,309.00		3,309.00	99%	33.58	\$	155.45
48	Wheeler's Dwarf Piptosporum (Piptosporum tobira 'Wheeler's Dwarf')	3,127.28	-	3,096.00		3,096.00	99%	31.28	\$	154.80
49	Firecracker Plant (Russelia equisetiformis)	884.28	-	874.00		874.00	99%	10.28	\$	48.70
50	Sugar Plum Agapanthus (Agapanthus x 'Sugar Plum')	5,679.74	-	5,632.00		5,632.00	99%	57.74	\$	281.10
51	Hallmark Striped Bulbine (Bulbine frutescens 'Hallmark')	1,020.80	-	1,010.00		1,010.00	99%	10.80	\$	50.50
52	Variegated Flax Lily (Diastella tasmanica 'Variegata')	1,846.52	-	1,828.00		1,828.00	99%	18.52	\$	91.60
53	Blue Daze Morning Glory (Ipomoea glomerata 'Blue Daze')	1,619.52	-	1,603.00		1,603.00	99%	16.52	\$	80.15
54	Dune Sunflower (Helianthus debilis)	2,977.92	-	2,948.00		2,948.00	99%	29.92	\$	147.40
55	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	5,581.82	-	5,535.00		5,535.00	99%	56.82	\$	276.75
56	Big Blue Liriodendron (Liriodendron muscari 'Big Blue')	8,080.73	-	8,000.00		8,000.00	99%	80.73	\$	400.00
57	Variegated Asiatic Jasmine (Trachelospermum asiaticum 'Variegata')	1,187.27	-	1,185.00		1,185.00	99%	12.27	\$	59.35
58	Heavy Metal Switch Grass (Panicum virgatum 'Heavy Metal')	1,858.44	-	1,839.00		1,839.00	99%	19.44	\$	91.85
59	Dwarf Fakahatchee Grass	2,280.17	-	2,257.00		2,257.00	99%	23.17	\$	112.85
60	Seashore Paspalum (Paspalum vaginatum)	4,541.52	-	4,496.00		4,496.00	99%	45.52	\$	224.80
61	Terra Toggle Tree Anchors	4,311.10	-	4,269.00		4,269.00	99%	42.10	\$	213.45
62	Mulch 3"	14,913.82	-	14,764.00		14,764.00	99%	149.82	\$	738.20
63	Landscape Bed Prep (includes 6" of topsoil)	21,216.88	2,500.00			2,500.00	12%	18,716.88	\$	125.00
64	Weed Barrier Fabric	5,501.95	-	5,449.00		5,449.00	99%	54.95	\$	272.45
IRRIGATION										
65	Irrigation System	37,674.27	27,968.07	9,321.00		37,297.07	99%	377.20	\$	1,864.85
ALLOWANCES										
66	Permits allowance	10,800.00	500.00			500.00	5%	9,500.00	\$	25.00
67	Testing Allowance	10,800.00	9,750.00			9,750.00	90%	250.00	\$	487.50
68	Temp Utility Services & Fees Allowance	3,000.00	2,300.00			2,300.00	77%	700.00	\$	115.00
69	Street Cleaning Allowance	3,000.00	2,650.00			2,650.00	88%	350.00	\$	137.50
70	Interactive swing Installation and Foundation Only	5,166.66	5,166.66			5,166.66	100%	-	\$	258.33
71	Glomist mister, #7247 by Vortex & Foundations	62,085.28	50,000.00			50,000.00	81%	12,085.28	\$	2,500.00
72	Playground provisions, dumpster, structural, etc.	20,000.00	20,000.00			20,000.00	100%	-	\$	1,000.00
73	IEA Transformer Wiring & Conduit	5,956.00	2,800.00	3,856.44		5,896.44	99%	59.56	\$	294.82
74						-		-	\$	-
		1,780,823.70	1,338,668.72	382,883.38		1,688,827.96	94.18%	89,895.82	\$	89,891.36

CONTINUATION SHEET - Marshfront Park

APPLICATION #: 9

APPLICATION DATE: 05/31/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kinsley-Norn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	REMARKS
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H (G/C)	I	J
SCHEDULE OF VALUES - MARSHFRONT PARK									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	4,140.00	3,800.00	257.20		4,057.20	98%	\$2.80	\$ 202.85
2	Payment and Performance Bond	14,664.00	14,664.00			14,664.00	100%	-	\$ 733.20
3	Survey and Layout	8,281.00	8,281.00			8,281.00	100%	-	\$ 414.05
4	Maintenance of Traffic	4,140.00	3,950.00	107.20		4,057.20	98%	\$2.80	\$ 202.85
5	Travel, Accommodations, Per Diem	22,590.00	21,000.00	1,138.70		22,138.70	98%	451.80	\$ 1,104.91
6	Mock Ups	2,500.00	2,500.00			2,500.00	100%	-	\$ 125.00
7	As-Builts	2,070.00	-	-		-	0%	2,070.00	\$ -
8	Project Management, Safety, Toilets, Trailers	24,841.00	23,700.00	545.16		24,345.16	98%	496.84	\$ 1,217.25
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	2,000.00	2,000.00			2,000.00	100%	-	\$ 100.00
10	Silt Fence	550.00	550.00			550.00	100%	-	\$ 27.50
EARTHWORK									
11	Stockpiling & Replacement of Soil below Cap	480.00	480.00			480.00	100%	-	\$ 24.00
12	Import Fill Material/Transfer from On-Site	900.00	900.00			900.00	100%	-	\$ 45.00
13	Site Grading	3,500.00	3,500.00			3,500.00	100%	-	\$ 175.00
HARDSCAPE - Marshfront Park									
14	H-301 CIP Standard concrete Sidewalk, natural gray color, broom finish	17,806.50	17,600.00	736.50		17,836.50	100%	-	\$ 891.83
15	H104 Synthetic turf, SYN Upside 343 grass fiber by SynLawn or Forever Lawn	77,529.00	77,000.00	579.00		77,579.00	100%	-	\$ 3,828.95
16	H106 Deep concrete curb (sports surfacing & asphalt, interlock by others)	3,451.50	3,451.50			3,451.50	100%	-	\$ 172.58
17	H108 Sandblasted concrete 4" thick	15,405.00	15,100.00	305.00		15,405.00	100%	-	\$ 770.25
18	S101 Waste receptacle, 8MM4030C, Charcoal color, 45 gal. capacity by Belson	5,520.00	-	5,520.00		5,520.00	100%	-	\$ 276.00
19	S104 Drinking fountain, pedestal mounted bottle filler w/ 81-level drinking fountain by Murdock	11,985.94	7,500.00	1,489.00		8,989.00	75%	2,996.94	\$ 449.45
20	S125 Durban concrete park bench Grey Color, smooth finish by Durban Precast	16,249.50	16,000.00	249.50		16,249.50	100%	-	\$ 812.48
21	S126 Healing garden park picnic table, Silver Gray color, by Columbia Cascade	15,000.00	-	12,000.00		12,000.00	80%	3,000.00	\$ 600.00
22	S127 Lunge Mare bench, Module A by Escofet by Landscape Forms	40,000.00	-	-		-	0%	40,000.00	\$ -
23	S129 3' Dia Precast concrete Sphere Bollard, White color, acid wash finish by Belson Outdoors	18,315.00	18,315.00			18,315.00	100%	-	\$ 915.75
24	S129 2' Dia Precast concrete Sphere Bollard, White color, acid wash finish by Belson Outdoors	28,490.00	28,490.00			28,490.00	100%	-	\$ 1,424.50
25	Expansion Joint, Cap & Caulk	4,011.00	2,500.00	1,511.00		4,011.00	100%	-	\$ 200.55
ELECTRICAL									
26	Sub General Conditions	4,429.62	2,000.00	2,341.00		4,341.00	98%	88.62	\$ 217.05
27	Electrical load center	43,489.96	10,000.00	32,600.00		42,600.00	98%	889.96	\$ 2,130.00
28	MEA Transformer Wiring & Conduit Allowance (100' from Load Center)	5,999.00	-	5,879.02		5,879.02	99%	119.98	\$ 292.95
29	Power receptacle GFI	1,273.54	350.00	698.00		1,248.00	98%	25.54	\$ 62.40
30	Landscape Controller/Soil Sensor conduit/Wiring	2,400.00	-	2,352.00		2,352.00	98%	48.00	\$ 117.60
31	1" conduit from pull box to gfi's	2,717.00	2,500.00	217.54		2,717.54	98%	55.46	\$ 135.88
LANDSCAPE									
32	Southern Live Oak (Quercus virginiana)	6,625.88	5,436.15	1,057.00		6,493.35	98%	132.45	\$ 334.67
33	Dalton Holly (Ilex cassine)	6,406.44	4,821.87	1,455.00		6,277.87	98%	128.57	\$ 313.89
34	Redbay (Persia borbonica)	6,281.48	6,000.00	136.00		6,136.00	98%	125.48	\$ 306.80
35	American Beautyberry (Callicarpa americana)	653.12	600.00	40.00		640.00	98%	13.12	\$ 32.00
36	Intberry (Ilex glabra)	1,210.32	1,100.00	85.00		1,185.00	98%	24.32	\$ 59.30
36	Dwarf Yawson Holly (Ilex verticillata)	1,807.19	1,500.00	271.00		1,771.00	98%	36.19	\$ 88.55
37	Firecracker Plant (Russelia equisetiformis)	290.81	250.00	35.00		285.00	98%	5.81	\$ 14.25
38	Saw Palmetto	859.60	750.00	92.00		842.00	98%	17.60	\$ 42.10
39	Silver Saw Palmetto	161.94	150.00	8.70		158.70	98%	3.24	\$ 7.94
40	Blue Flag (Iris versicolor)	2,803.02	2,500.00	246.95		2,746.95	98%	56.06	\$ 187.35

41	Blue Pacific Juniper (<i>Juniperus conferta</i> 'Blue Pacific')	452.92	400.00	43.86		443.86	98%	9.06	\$	22.19
CONTINUATION SHEET - Manabment Pans										
42	Royal Fern (<i>Osmunda regalis</i>)	219.12	200.00	14.74		214.24	98%	4.18	\$	10.74
43	Society Garlic (<i>Tulbaghia violacea</i>)	2,252.16	2,000.00	207.00		2,207.00	98%	45.16	\$	110.35
44	Butterfly Milkweed (<i>Asclepias tuberosa</i>)	1,043.90	1,000.00	23.00		1,023.00	98%	20.90	\$	51.15
45	Chili Pepper (<i>Capiscum annuum</i>)	2,895.35	2,500.00	241.44		2,641.44	98%	53.91	\$	132.07
46	Coneflower (<i>Echinacea purpurea</i>)	1,914.00	1,800.00	75.72		1,875.72	98%	38.28	\$	95.79
47	Blue Rug Juniper (<i>Juniperus horizontalis</i> 'Wiltonii')	1,458.60	1,300.00	129.43		1,429.43	98%	29.17	\$	71.47
48	English Lavender (<i>Lavandula angustifolia</i>)	2,150.04	2,000.00	107.00		2,107.00	98%	43.04	\$	105.35
49	German Chamomile (<i>Matricaria chamomilla</i>)	5,570.89	5,200.00	258.98		5,458.98	98%	111.41	\$	272.95
50	Peppermint (<i>Mentha x piperita</i>)	291.72	200.00	36.00		286.00	98%	5.72	\$	14.30
51	Terra Toggle Tree Anchors	2,221.90	2,221.90			2,221.90	100%	-	\$	113.10
52	Root Barrier	23,862.60	10,000.00	13,385.00		23,385.00	98%	477.60	\$	1,169.25
53	Mulch 3"	5,878.44	3,000.00	2,751.00		5,763.00	98%	117.44	\$	288.05
54	Landscape Bed Prep (Includes 6" of topsoil)	9,200.24	9,000.00			9,000.00	98%	200.24	\$	450.00
55	Weed Barrier Fabric	2,375.10	-	-		-	0%	2,375.10	\$	-
56	Metal edger	1,289.40	1,289.40			1,289.40	100%	-	\$	64.97
57	Botanical Signs	2,893.06	-	1,893.00		2,893.00	100%	0.06	\$	144.65
IRRIGATION										
58	Irrigation System	16,376.27	14,212.45	1,290.00		15,462.63	95%	813.64	\$	773.13
ALLOWANCES										
59	Permits allowance	3,000.00	3,000.00			3,000.00	100%	-	\$	150.00
60	Testing Allowance	3,000.00	3,000.00			3,000.00	100%	-	\$	150.00
61	Terra Utility Services & Fees Allowance	1,000.00	1,000.00			1,000.00	100%	-	\$	50.00
62	Street Cleaning Allowance	3,000.00	3,000.00			3,000.00	100%	-	\$	150.00
63							NOIR/OT	-	\$	-
		621,885.71	576,773.85	62,936.15	-	488,703.86	95.48%	63,276.91	\$	21,436.19

AIA CRA #9 April 2025-R1

CONTINUATION SHEET - ALLOWANCES

APPLICATION #: 9

APPLICATION DATE: 05/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H	I	
SCHEDULE OF VALUES - ALLOWANCES									
CRA ALLOWANCES									
1	Interactive Artwork Allowance	330,000.00		-		-	0%	330,000.00	\$ -
2	Central Park Sculpture	2,000,000.00	676,500.00	-		676,500.00	34%	1,323,500.00	\$ 33,825.00
3	Central Park Sculpture Foundation +DH & P	44,000.00		15,000.00		15,000.00	34%	29,000.00	\$ 750.00
4	Park Signage (allowance base bid)	100,000.00		-		-	0%	100,000.00	\$ -
5	Streetscape Directional Signage	100,000.00		-		-	0%	100,000.00	\$ -
6	Park Rule Signs (base bid)	25,000.00		-		-	0%	25,000.00	\$ -
7	Landscape Maintenance up to substantial completion	32,000.00	2,500.00	2,500.00		5,000.00	16%	27,000.00	\$ 250.00
8	Eco-Counter Allowance (base bid)	50,000.00	25,000.00	20,000.00		45,000.00	90%	5,000.00	\$ 2,250.00
10						-		-	\$ -
11						-		-	\$ -
12						-		-	\$ -
13						-		-	\$ -
14						-		-	\$ -
		2,681,000.00	784,000.00	37,500.00	-	741,500.00	27.68%	1,939,500.00	\$ 37,075.00

CONTINUATION SHEET

TO:

Kimley-Horn and Associates, Inc.

APPLICATION #: 9

APPLICATION DATE: 21-May-25

PERIOD FROM: 1-Apr-25

PERIOD TO: 30-Apr-25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETENAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES CONT.: CHANGE ORDERS/DIRECTIVES									
CO#1	CO#1 Fab and Install Pavilion	\$ 2,465,000.00	\$ 324,500.00		\$ -	\$ 324,500.00	13%	\$ 2,140,500.00	\$ 16,225.00
CO #2	CO #2 The Pearl Upgrade/Changes	\$ 826,525.00	\$ -		\$ -	\$ -	0%	\$ 826,525.00	\$ -
CO #3	CO #3 - Time Extension, No Cost	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
CO #4	Trekler Slab, Sealer, Sand Set Pavers, & Bike Ramps	\$ 68,230.58	\$ 68,230.58		\$ -	\$ 68,230.58	100%	\$ -	\$ 3,411.53
CO #5	Security Camera	\$ 18,784.68	\$ 4,696.17	\$ 1,565.39	\$ -	\$ 6,261.56	33%	\$ 12,523.12	\$ 313.08
CO #5	Reduce Permitting Allowance	\$ (18,784.68)	\$ (18,784.68)		\$ -	\$ (18,784.68)	100%	\$ -	\$ (939.23)
CO #6	Landscape Forms ODOO	\$ (201,780.28)	\$ -	\$ (100,800.00)	\$ -	\$ (100,000.00)	50%	\$ (101,780.28)	\$ (5,000.00)
CO #7	ODOO Metrocick Kiosks & Clocks	\$ (124,720.74)	\$ (124,720.74)		\$ -	\$ (124,720.74)	100%	\$ -	\$ (6,236.04)
CO #8	ODOO Wausau Pavers	\$ (354,013.07)	\$ (354,013.15)	\$ 0.08	\$ -	\$ (354,013.07)	100%	\$ -	\$ (17,700.65)
CO #8	ODOO Wausau Benches	\$ (166,862.18)	\$ (166,862.18)		\$ -	\$ (166,862.18)	100%	\$ -	\$ (8,343.11)
CO #9	Sliva Cell & Structural Soils Cost Over Allowance	\$ 23,754.17	\$ -	\$ 23,754.17	\$ -	\$ 23,754.17	100%	\$ -	\$ 1,187.71
CO #10	Extend Primary & Install Transformer Pad	\$ 8,118.07	\$ -	\$ 8,118.07		\$ 8,118.07	100%	\$ -	\$ 405.90
CO #11	Time Extension, No Cost	\$ -	\$ -			\$ -		\$ -	\$ -
CO #12			\$ -			\$ -		\$ -	\$ -
CO #13	Marsh Park Abutment Rip Rap with Cord Grass	\$ 20,532.44		\$ 10,265.00		\$ 10,265.00	50%	\$ 10,267.44	\$ 513.25
CO #14	NE Park, Clearing and Trimming Swing Area	\$ 8,538.09		\$ 8,538.09	\$ -	\$ 8,538.09	100%	\$ -	\$ 426.90
CO #15	NW Park Power	\$ 12,711.35		\$ 12,711.35		\$ 12,711.35	100%	\$ -	\$ 535.57
CO #16	Misc Electrical Changes	\$ 69,599.57		\$ 32,910.00		\$ 32,910.00	47%	\$ 36,689.57	\$ 1,845.50
CO #17	Time Extension, No Cost	\$ -							
CHANGE ORDER SUBTOTALS		\$ 2,855,543.90	\$ (266,854.08)	\$ (2,137.65)	\$ -	\$ (268,991.73)	-10.13%	\$ 2,924,734.85	\$ (13,624.59)
GRAND TOTALS		\$ 18,426,984.10	\$ 7,580,033.29	\$ 1,717,844.93	\$ -	\$ 9,297,878.22	50.45%	\$ 8,129,905.88	\$ 404,883.61

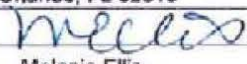
CONDITIONAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of \$1,631,192.68 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 04/30/25 to **UCC GROUP INC.** on the job of RiversEdge Phase 3 CRA to the following property:

Broadcast Place
Jacksonville, FL 32207

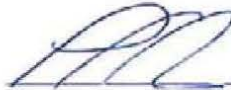
This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 5/29/2025

Lienor's Name: UCC Group Inc.
Address: 7380 Sand Lake Road, Suite 500
Orlando, FL 32819
By: 
Printed Name: Melanie Ellis

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, this 29 day of May 2025 M. Ellis
who being duly sworn on oath says that he/she is Office Manager of UCC Group Inc.
and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.



Printed Name: Pat DiPaolo

Notary Public

Pat Anthony DiPaolo, a Commissioner, etc.,
City of Toronto, for UCC Group Inc.
Expires December 23, 2028

REQUISITION

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND
IMPROVEMENT CONVERTIBLE CAPITAL APPRECIATION BONDS,
SERIES 2023A-2
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of December 1, 2020, as supplemented by that certain Fourth Supplemental Trust Indenture (collectively, the "Series 2023A-2 Indenture") dated as of November 1, 2023 and each by and between the District and U.S. Bank Trust Company, National Association (successor to U.S. Bank National Association), as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2023A-2 Indenture):

- (A) Requisition Number: 2023-094
- (B) Name of Payee pursuant to Acquisition Agreement: UCC Group, Inc.

Wire Payment Instructions
Name: UCC Group Inc.
Routing/ABA: 063216608
Bank Account: 500989696

- (C) Amount Payable: \$731,350.99 ✓
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023A-2 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2023A-2 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Project.

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

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

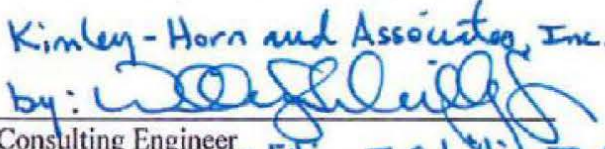
**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

By:  Deborah Morton, CPC
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
PROJECT CAPITAL COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the Engineer's Report, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Kimley-Horn and Associates, Inc.
by: 
Consulting Engineer *William J. Schilling Jr., P.E.*
Date: June 4, 2025



RiversEdge Phase 3B – CDD Project (Streetscape Improvements)

Community Development District (CDD) Engineer's - Certificate for Payment

This "Engineer's Certificate for Payment" is in addition to the approved and executed information contained in "AIA Document G702 – 1992 – Application and Certificate for Payment".

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is Entitled to payment of the AMOUNT CERTIFIED in the executed "AIA Document G702 – 1992 – Application and Certificate for Payment".

Application # 08

Engineer: Kimley-Horn and Associates, Inc.

By: _____

William J. Schilling Jr., P.E.

Date: _____

May 23, 2025

VIA Consulting Services, Inc.



Engineering, Administration and Inspection Services

Phase 3B - CDD Project (Streetscape Improvements) – Construction Inspector's Certificate for Payment

This "Construction Inspector's Certificate for Payment" is supplementary to the certifications contained in the attached document.

In accordance with the Contract Documents, based on on-site observations and the data comprising the attached application the Construction Inspector certifies to the Owner that to the best of the Construction Inspector's knowledge, information, and belief that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the AMOUNT CERTIFIED in the attached "AIA Document G702 – Application and Certificate for Payment."

Application # 08 (Eight)

Construction Inspector:

By: Peter J Sheridan III
Digitally signed by Peter J Sheridan
Date: 2025.05.18 17:26:13 -0400
Peter J. Sheridan, III, PE

Date: _____

CITY OF JACKSONVILLE, FLORIDA
APPLICATION FOR PAYMENT NO. 8

	BID	CONTRACT
PROJECT Phase 3B - CDD Project	NO. N/A	NO. N/A

For Work accomplished through the date of: 2025/03/31

A. Contract and Change Orders

1. Contract Amount.....	<u>\$4,882,102.74</u>
2. Executed Change Orders..... +	<u>(\$502,227.22)</u>
3. Total Contract (1) + (2).....	<u>\$4,379,875.52</u>

B. Work Accomplished

4. Work performed on Contract Amount (1).....	<u>3,214,170.10</u>
5. Work performed on Change Orders (2)..... +	<u>\$ (227,682.21)</u>
6. Materials stored..... +	<u>-</u>
7. Total Completed & Stored (4) + (5) + (6).....	<u>2,986,487.89</u>
8. Retainage * 5% of Item (7), not to exceed 5% of Item (3).....	<u>\$149,324.39</u>
9. Less Previous Payments Made (or) Invoiced.....	<u>\$2,105,812.51</u>
10. Payment Amount Due this Application (7) - (8) - (9).....	<u>731,350.99</u>

(*)-Retainage subject to conditions as set forth in Paragraph 20.39.5 of the General Conditions

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the contract Documents; (3) all previous progress payments received from CITY on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to CITY at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) If applicable, the CONTRACTOR has complied with all provisions of Part 6 of the Purchasing Code including the payment of a pro-rata share to Minority Business Enterprises of all payments previously received by the CONTRACTOR.

Dated 4/29/25

UCC Group Inc / GRAHAM DUTHIE
 CONTRACTOR

Jessica



DATE

By: [Signature]

Public Works or CEI Const. Inspector

CEI Project Manager

Public Works Project Manager

Public Works Constuction Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER: THE DISTRICT CDD (C/O WRATHELL, HUNT & ASSOCIATES, LLC)
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FL 33431
ATTN: BILL SCHILLING, KIMLEY-HORN & ASSOCIATES, INC.
FROM: UCC GROUP, INC.
7380 SAND LAKE ROAD, SUITE 500
ORLANDO, FL 32819

APPLICATION NO: 8 Distribution to:
OWNER
CONTRACTOR
ENGINEER
ARCHITECT
Period from: 2025/03/01
Period to: 2025/03/31
PROJECT NO: Phase 3B CDD - Streetscape
CONTRACT DATE: 6/14/2024

CONTRACT FOR: PHASE 3B - CDD PROJECT (STREETSCAPE IMPROVEMENTS)

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet AIA Document G703, is attached.

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
		\$102,145.98	-\$604,373.20
Approved this Month			
Number	Date Approved		
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
TOTALS		\$102,145.98	-\$604,373.20
Net change by Change Orders			-\$502,227.22

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief of the Work covered by this Application of Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: UCC GROUP, INC. PM: Graham Duthie
By: *[Signature]* Date: 4/29/25

1. ORIGINAL CONTRACT SUM	\$4,882,102.74
2. Net change by Change Orders	-\$502,227.22
3. CONTRACT SUM TO DATE	\$4,379,875.52
4. TOTAL COMPLETED & STORED TO DATE	\$2,986,487.89
5. RETAINAGE	
a. 5% of Completed Work	\$149,324.39
b. 0% of Stored Material	\$0.00
Total Retainage	\$149,324.39
6. TOTAL EARNED LESS RETAINAGE	\$2,837,163.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$2,105,812.51
8. CURRENT PAYMENT DUE	\$731,350.99
9. BALANCE TO FINISH, PLUS RETAINAGE	\$1,542,712.02

State of: Florida County of: Duval
Subscribed and sworn to before me this 29 day of April, 2025.
Notary Public: *[Signature]*
My Commission Expires: 5/15/26

JESSICA TORRES
Notary Public-State of Florida
Commission # HH 218971
My Commission Expires
May 15, 2026

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702 * APPLICATION AND CERTIFICATE FOR PAYMENT * MAY 1983 EDITION * AIA 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

AMOUNT CERTIFIED \$ 731,350.99

(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC.

By: *[Signature]* Date: May 23, 2025
William J. Schilling, Jr., PE

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1983

CONTINUATION SHEET - STREETScape Hardscape

APPLICATION # 8

APPLICATION DATE: 04/01/25

PERIOD FROM: 03/01/25

PERIOD TO: 03/31/25

TO:

Kinley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H/C	H	I
Schedule of Values STREETScape									
GENERAL CONDITIONS									
1	Mobilization/Demobilization	22,543.00	18,771.50	-	-	18,771.50	83%	3,771.50	\$ 838.58
2	Payment & Performance Bond/Insurance	82,583.00	82,583.00	-	-	82,583.00	100%	-	\$ 4,128.15
3	Survey/Layout	45,088.00	39,000.00	5,500.00	-	44,500.00	99%	588.00	\$ 2,225.00
4	Travel/Accommodations, Per Diem	191,617.00	142,500.00	20,000.00	-	162,500.00	85%	29,117.00	\$ 8,125.00
5	Mock Ups	2,500.00	2,500.00	-	-	2,500.00	100%	-	\$ 125.00
6	As Built	11,272.00	-	-	-	-	0%	11,272.00	\$ -
7	Supervision - Project Management	126,494.00	97,000.00	10,000.00	-	107,000.00	83%	21,494.00	\$ 5,350.00
8	Submittals	8,763.00	8,763.00	-	-	8,763.00	100%	-	\$ 388.15
9	Safety	33,815.00	25,500.00	3,000.00	-	28,500.00	84%	5,315.00	\$ 1,425.00
10	Daily Clean	33,815.00	23,000.00	2,000.00	-	25,000.00	74%	8,815.00	\$ 1,250.00
11	Punch	22,544.00	-	-	-	-	0%	22,544.00	\$ -
HARDScape - STREETScape PHASE 1									
12	H101 Wausau Pedestrian Paver (4x12 HRT 15, 34, 60) with subslab	61,509.84	20,298.25	20,000.00	-	40,298.25	66%	21,211.59	\$ 2,014.91
13	H105 Wausau Pavers - ADA with sub slab	4,902.00	1,617.66	2,000.00	-	3,617.66	74%	1,284.34	\$ 189.88
14	H102 Concrete Sidewalk Type 1 - rock salt finish	62,385.50	10,000.00	10,000.00	-	20,000.00	32%	42,385.50	\$ 1,000.00
15	H103 Concrete Sidewalk Type 2 Bands - broom finish	56,100.00	27,500.00	5,000.00	-	32,500.00	58%	23,500.00	\$ 1,625.00
16	H104 Bike Lane Two Lane Cayman Dream Color Hardener	78,204.00	12,500.00	5,000.00	-	17,500.00	22%	60,704.00	\$ 875.00
17	H106 Wausau Pedestrian Paver (4x12 HRT 15, 34, 60) with subslab	94,658.00	32,153.72	39,950.00	-	71,233.72	75%	23,424.28	\$ 3,561.89
18	H109 & H113 Vehicular Concrete @ Crosswalks	48,457.75	5,000.00	-	-	5,000.00	10%	43,457.75	\$ 250.00
19	Expansion Joint, Cap, & Caulk w galv dowels	25,116.00	9,500.00	1,500.00	-	11,000.00	44%	14,116.00	\$ 550.00
20	Expansion Joint, Cap, & Caulk	6,507.50	2,000.00	750.00	-	2,750.00	42%	3,757.50	\$ 137.50
21	Expansion Joint in subslab only	2,981.00	1,000.00	500.00	-	1,500.00	51%	1,481.00	\$ 75.00
SITE FURNISHINGS - STREETScape PHASE 1									
22	SF101 - Streetscape Bench (Strata Beam Bench) by Landscape Forms	37,600.00	-	-	-	-	0%	37,600.00	\$ -
23	SF102 - Waste Receptacle (Poe Litter) by Landscape Forms	14,000.00	-	-	-	-	0%	14,000.00	\$ -
24	SF103 Bike Rack (Emerson) by Landscape Forms	14,580.00	-	-	-	-	0%	14,580.00	\$ -
25	SF104 Bollards @ Bike Lane by Turnesol w/ foundations	4,400.00	-	-	-	-	0%	4,400.00	\$ -
26	SF105 Monolithic Bench w/ with block out for lights by Wausau	25,876.00	17,740.00	-	-	17,740.00	69%	8,136.00	\$ 867.00
HARDScape - PHASE 1 OFFSITE IMPROVEMENTS, NORTHEAST PARK									
27	H101 CIP Standard Sidewalk broom finish	3,250.50	3,200.00	-	-	3,200.00	98%	50.50	\$ 150.00
28	H102 Concrete Sidewalk IC Cool Gray - Broom Finish	4,279.00	4,200.00	-	-	4,200.00	98%	79.00	\$ 210.00
29	H103 Wausau Pedestrian Paver (4x12 HRT 15, 34, 60) with subslab	16,905.00	5,000.00	11,250.00	-	16,250.00	96%	655.00	\$ 812.50
30	RW102 Riverwalk Paving - Color Hardener #2717C Blue	11,985.00	11,750.00	-	-	11,750.00	98%	235.00	\$ 587.50
31	RW104 Riverwalk Paving - Color Hardener #7499C Tan	1,680.00	1,650.00	-	-	1,650.00	98%	30.00	\$ 82.50
32	Expansion Joint, Cap, & Caulk & galv dowels	2,142.00	550.00	1,000.00	-	1,550.00	72%	592.00	\$ 77.50
33	Expansion Joint at subslab only	128.50	-	75.00	-	75.00	58%	54.50	\$ 3.75
SITE FURNISHINGS - PHASE 1 OFFSITE IMPROVEMENTS, NORTHEAST PARK									
34	S119 Curved Bench by Wausau	21,000.00	15,000.00	5,500.00	-	20,500.00	98%	500.00	\$ 1,025.00
HARDScape - PHASE 1 OFFSITE IMPROVEMENTS, MARSHFRONT PARK									
35	H101 CIP Standard Natural Gray Sidewalk	132.00	132.00	-	-	132.00	100%	-	\$ 6.60
36	H108 CIP Standard Natural Gray Sidewalk w/ Sandblast finish	11,791.00	11,791.00	-	-	11,791.00	100%	-	\$ 589.55
37	Expansion Joint, Cap, & Caulk with dowels	1,722.00	1,150.00	250.00	-	1,400.00	81%	322.00	\$ 70.00
38	Expansion Joint, Cap, & Caulk	589.00	350.00	100.00	-	450.00	76%	139.00	\$ 22.50
SITE FURNISHINGS - PHASE 1 OFFSITE IMPROVEMENTS, MARSHFRONT PARK									

TO:
Kimley-Horn and Associates, Inc.

Page 4 of 10

CONTINUATION SHEET - LANDSCAPE & IRRIGATION

APPLICATION #: 8

APPLICATION DATE: 04/01/25

PERIOD FROM: 03/01/25

PERIOD TO: 03/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (C+E+F)	H	I	J
Schedule of Value LANDSCAPE/IRRIGATION									
GENERAL CONDITIONS									
1	Mobilization/Demobilization	22,000.00	18,000.00			18,000.00	82%	4,000.00	\$ 900.00
2	Payment & Performance Bond/Insurance	27,559.00	27,559.00			27,559.00	100%	-	\$ 1,377.95
3	Survey/Layout	16,160.00	9,000.00			9,000.00	56%	7,160.00	\$ 450.00
4	Travel/Accommodations/Per Diem	28,000.00	9,000.00			9,000.00	35%	17,000.00	\$ 450.00
5	As Builts	2,750.00	-			-	0%	2,750.00	\$ -
6	Supervision - Project Management	23,782.00	4,500.00			4,500.00	19%	19,282.00	\$ 226.00
7	Submittals	3,000.00	3,000.00			3,000.00	100%	-	\$ 150.00
8	Safety	6,561.00	1,750.00			1,750.00	28%	4,811.00	\$ 87.50
9	Daily Clean	6,561.00	1,000.00			1,000.00	15%	5,561.00	\$ 50.00
10	Punch	4,241.00	-			-	0%	4,241.00	\$ -
TREES									
11	Shumard Oak (Quercus shumardii) - 4" CAL	23,671.83	-			-	0%	23,671.83	\$ -
12	Cathedral Live Oak (Quercus virginiana 'Cathedral') - 4" CAL	3,310.08	-			-	0%	3,310.08	\$ -
13	Sky Climber Live Oak (Quercus virginiana 'Sky Climber') - 4" CAL	68,908.92	31,803.84	30,264.03		62,067.87	90%	6,840.48	\$ 3,103.39
14	Bosque Elm (Ulmus parvifolia 'Bosque') - 4" CAL	25,831.70	12,000.00	21,426.92		33,426.92	982%	(8,095.22)	\$ 1,671.35
PALM TREES									
15	Cabbage Palm (Sabal palmetto) - REGEN - BOOTED - 12' - 18' CT	38,549.52	7,304.04	26,267.00		33,571.04	87%	4,978.48	\$ 1,678.55
UNDERSTORY TREES									
16	East Palatka Holly (Ilex x attenuata 'East Palatka') - 2" CAL MT	2,769.76	-			-	0%	2,769.76	\$ -
17	Natchez Crepe Myrtle (Lagerstroemia indica x fauriei 'Natchez') - 2" CAL MT	24,314.36	13,496.97	19,220.48		32,717.45	135%	(8,403.09)	\$ 1,635.87
18	Muskogee Grape Myrtle (Lagerstroemia indica 'Muskogee') - 2" CAL MT	10,420.44	-			-	0%	10,420.44	\$ -
SHRUBS									
19	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma') - 7G	180.42	-			-	0%	180.42	\$ -
20	Chindo Viburnum (Viburnum awabuki 'Chindo') - 7G	4,733.76	-			-	0%	4,733.76	\$ -
GROUND COVER									
21	Elaine Agapanthus (Agapanthus X 'Elaine') - 3G	35,054.18	1,250.00	3,821.20		5,071.20	14%	29,582.98	\$ 253.56
22	Dwarf Bottlebrush (Callistemon viminalis 'Little John') - 3G	3,073.36	-	-		-	0%	3,073.36	\$ -
23	Variegated Flax Lily (Dianella tasmanica 'Variegata') - 1G	50,761.88	4,524.90	22,520.75		27,045.65	53%	23,716.23	\$ 1,362.28
24	Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze') - 1G	11,117.33	-	-		-	0%	11,117.33	\$ -
25	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific') - 1G	9,040.98	454.54	294.54		659.08	7%	8,381.90	\$ 32.95
26	Texas Sage (Leucophyllum frutescens) - 3G	607.00	-			-	0%	607.00	\$ -
27	Cerise Charm Loropetalum (Loropetalum chinense 'Kurobiqin') - 3G	352.80	-			-	0%	352.80	\$ -
28	Firepower Heavenly Bamboo (Mandarin domestica 'Firepower') - 3G	13,305.40	2,321.84	2,321.84		4,643.68	35%	8,661.72	\$ 232.18
29	Hamel Fountain Grass (Pennisetum alopecuroides 'Hamel') - 3G	7,671.36	-			-	0%	7,671.36	\$ -
30	White Drift Groundcover Rose (Rosa x 'Meisrorland' TM) - 3G	8,773.69	1,253.40	7,332.43		8,585.83	98%	188.06	\$ 429.29
31	Knox's Out Shrub Rose (Rosa x 'Radrazz' TM) - 3G	5,974.22	223.34	5,779.64		6,002.98	100%	(28.76)	\$ 300.15
32	Asiatic Jasmine (Trachelospermum asiaticum) - 1G	5,565.12	-			-	0%	5,565.12	\$ -
33	Society Garlic (Tulbaghia violacea) - 1G	15,944.64	5,220.29	5,220.29		10,440.58	65%	5,504.06	\$ 522.03
34	Mrs. Schillers Delight (Viburnum obovatum 'Mrs. Schillers Delight') - 3G	31,275.72	5,545.40	5,545.40		11,090.80	35%	20,184.92	\$ 554.54
GRASSES									
35	Muhly Grass (Muhlenbergia capillaris) - 3G	5,315.65	-			-	0%	5,315.65	\$ -
ADDITIONAL LANDSCAPE									
36	Mulch Layer - Per Kimley-Horn Includes Double Shredded Hardwood	42,463.20	5,000.00	5,000.00		10,500.00	25%	31,963.20	\$ 526.00
37	Topsoil 6" Layer	63,650.64	2,930.53	2,180.53		5,111.06	8%	58,539.58	\$ 255.55

Confirmed
Deducted in
Appx
AMJ

CONTINUATION SHEET - LANDSCAPE & IRRIGATION

APPLICATION # 8

APPLICATION DATE: 04/01/23

PERIOD FROM: 03/01/25

PERIOD TO: 03/31/25

TQ:

Kinley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	PERCENT COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
Schedule of Value LANDSCAPE/IRRIGATION									
38	Weed Barrier Fabric	16,463.25	200.00			200.00	1%	16,263.25	\$ 10.00
39	Terra Toggle Tree Anchors	22,346.70	6,405.19	5,605.19		12,210.38	55%	10,139.32	\$ 610.52
	IRRIGATION								
40	Irrigation System	263,941.06	94,337.90	18,897.61		113,225.41	43%	150,715.65	\$ 5,661.27
		953,105.57	268,681.18	181,797.75	-	450,378.93	47.25%	502,726.64	\$ 22,518.95

TO:

Kimley-Horn and Associates, Inc.

APPLICATION #: 8

APPLICATION DATE: 04/01/23

PERIOD FROM: 01/01/25

PERIOD TO: 03/31/25

		SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPLETED	%	BALANCE	RETAINAGE
ITEM	DESCRIPTION OF WORK	VALUE	PREV. APP'S	THIS PERIOD	STORED	STORED TO DATE	COMPLETE	TO COMPLETE	@ 5%
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
Schedule of Value EARTHWORK									
	GENERAL CONDITIONS								
1	Mobilization/Demobilization	16,000.00	13,000.00	1,000.00	-	14,000.00	88%	2,000.00 \$	700.00
2	Payment & Performance Bond Insurance	7,061.00	7,061.00	-	-	7,061.00	100%	- \$	353.05
3	Survey/Layout	5,707.00	5,000.00	500.00	-	5,500.00	96%	207.00 \$	275.00
4	Travel, Accomodations, Per Diem	10,000.00	7,700.00	1,500.00	-	9,200.00	92%	800.00 \$	400.00
5	As Builts	107.00	-	-	-	-	0%	107.00 \$	-
6	Supervision - Project Management	16,600.00	13,000.00	2,000.00	-	15,000.00	90%	1,600.00 \$	750.00
7	Submittals	1,000.00	1,000.00	-	-	1,000.00	100%	- \$	50.00
8	Safety	1,100.00	900.00	100.00	-	1,000.00	91%	100.00 \$	50.00
9	Daily Clean	1,100.00	900.00	100.00	-	1,000.00	91%	100.00 \$	50.00
10	Punch	2,200.00	-	-	-	-	0%	2,200.00 \$	-
	SOIL EROSION CONTROL								
11	SWPP Weekly Inspection and Maintenance	18,500.00	14,500.00	1,500.00	-	16,000.00	86%	2,500.00 \$	800.00
12	Silt Fence (Replacement)	10,000.00	7,500.00	1,000.00	-	8,500.00	85%	1,500.00 \$	425.00
13	Inlet Protection (Replacement) Take over and Maintance	7,080.00	5,000.00	750.00	-	5,750.00	81%	1,330.00 \$	287.50
	EARTHWORK								
14	Site Grading	56,250.00	49,000.00	5,000.00	-	54,000.00	96%	2,250.00 \$	2,700.00
		152,705.00	124,561.00	13,450.00	-	138,011.00	90.38%	14,894.00 \$	6,900.55

CONTINUATION SHEET - ELECTRICAL

APPLICATION #: 8

APPLICATION DATE: 04/01/25

PERIOD FROM: 01/01/25

PERIOD TO: 03/31/25

TQ:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	Q/C	H	I
Schedule of Value ELECTRICAL									
GENERAL CONDITIONS									
1	Mobilization/Demobilization	7,475.00	5,000.00			5,000.00	67%	2,475.00	\$ 250.00
2	Payment & Performance Bond/Insurance	15,331.00	15,331.00			15,331.00	100%	-	\$ 766.55
3	Survey/Layout	10,221.00	4,800.00	3,000.00		7,800.00	73%	2,721.00	\$ 373.00
4	Travel/Accommodations, Per Diem	19,000.00	3,300.00	7,500.00		10,800.00	57%	8,200.00	\$ 540.00
5	Mock Ups	0.00				-	#DIV/0!	-	\$ -
6	As Builts	5,000.00				-	0%	5,000.00	\$ -
7	Supervision - Project Management	21,724.00	3,000.00	3,000.00		6,000.00	28%	15,724.00	\$ 800.00
8	Submittals	1,000.00	750.00	250.00		1,000.00	100%	-	\$ 50.00
9	Safety	1,420.00	400.00	400.00		800.00	56%	620.00	\$ 40.00
10	Daily Clean	1,420.00	1,000.00			1,000.00	70%	420.00	\$ 60.00
11	Punch	2,840.00				-	0%	2,840.00	\$ -
ELECTRICAL									
12	Sub General Conditions - Mobilizations	54,977.28	53,000.00			53,000.00	96%	1,977.28	\$ 2,650.00
13	Power Receptacle GFI	32,033.24	10,000.00	15,000.00		25,000.00	78%	7,033.24	\$ 1,250.00
14	Landscape Uplight	79,765.00	40,000.00	30,000.00		70,000.00	88%	9,765.00	\$ 3,600.00
15	Landscape Uplight and Monolithic Bench Controller	29,753.01	10,000.00	10,000.00		20,000.00	67%	9,753.01	\$ 1,000.00
16	1" Conduit from pull boxes to GFI, Uplights, Monolithic Benches	99,216.20	80,000.00			80,000.00	81%	19,216.20	\$ 4,000.00
17	Irrigation Controller Connection (internal wiring by Landscape)	6,923.85	2,500.00	3,000.00		5,500.00	79%	1,423.85	\$ 275.00
18	JEA Transformer Wiring & Conduit (hook up by JEA)	35,738.00	20,000.00	12,000.00		32,000.00	90%	3,738.00	\$ 1,600.00
19	Electrical Load Center	172,637.84	10,000.00	120,000.00		130,000.00	75%	42,637.84	\$ 6,500.00
		596,473.42	268,781.00	204,150.00	-	462,931.00	77.61%	133,542.42	\$ 23,148.55

CONTINUATION SHEET

APPLICATION #: 8

APPLICATION DATE: 1-Apr-25

PERIOD FROM: 1-Mar-25

PERIOD TO: 31-Mar-25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APP\$	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H/C	H	I
SCHEDULE OF VALUES CONT.: CHANGE ORDERS/DIRECTIVES									
CO#1	CRA	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO#2	CRA	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO#3	CRA	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO#4	AD Paving Sealer at the Riverwalk	\$ 3,188.90	\$ 3,188.90		\$ -	\$ 3,188.90	100%	\$ -	\$ 159.45
CO#5	Security Camera	\$ 18,784.68	\$ 3,130.78	\$ 1,555.39	\$ -	\$ 4,686.17	25%	\$ 14,088.51	\$ 234.81
CO#5	Reduce Permitting Allowance	\$ (18,784.68)	\$ (18,784.68)		\$ -	\$ (18,784.68)	100%	\$ -	\$ (939.23)
CO#6	Landscape Forms ODPO	\$ (322,590.60)				\$ -	0%	\$ (322,590.60)	\$ -
CO#7	CRA	\$ -				\$ -		\$ -	\$ -
CO#8	ODPO Wausau Pavers	\$ (173,294.62)	\$ (173,294.62)			\$ (173,294.62)	100%	\$ -	\$ (8,664.73)
CO#8	ODPO Wausau Benches	\$ (108,487.96)	\$ (108,487.96)			\$ (108,487.96)	100%	\$ -	\$ (5,424.40)
CO#9	CRA					\$ -		\$ -	\$ -
CO#10	Extend Primary & Secondary Electrical & Transformer Pad	\$ 31,926.73		\$ 5,000.00		\$ 5,000.00	16%	\$ 26,926.73	\$ 250.00
CO#11	CRA					\$ -		\$ -	\$ -
CO#12	Roundabout Landscaping & Lights	\$ 67,030.35		\$ 60,000.00		\$ 60,000.00	90%	\$ 7,030.35	\$ 3,003.00
CO#13	CRA								
CO#14	CRA								
	CHANGE ORDER SUBTOTALS	\$ (802,227.22)	\$ (294,247.60)	\$ 68,585.39	\$ -	\$ (227,662.21)	0.00%	\$ (274,645.01)	\$ (11,384.11)
	GRAND TOTALS	\$ 4,379,875.52	\$ 2,216,644.76	\$ 789,843.14	\$ -	\$ 2,986,487.89	68.19%	\$ 1,393,387.63	\$ 149,324.39

REQUISITION

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND
IMPROVEMENT CONVERTIBLE CAPITAL APPRECIATION BONDS,
SERIES 2023A-2
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of December 1, 2020, as supplemented by that certain Fourth Supplemental Trust Indenture (collectively, the "Series 2023A-2 Indenture") dated as of November 1, 2023 and each by and between the District and U.S. Bank Trust Company, National Association (successor to U.S. Bank National Association), as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2023A-2 Indenture):

- (A) Requisition Number: 2023-097
- (B) Name of Payee pursuant to Acquisition Agreement: UCC Group, Inc.

Wire Payment Instructions
Name: UCC Group Inc.
Routing/ABA: 063216608
Bank Account: 500989696

- (C) Amount Payable: \$383,766.49 ✓
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023A-2 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2023A-2 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Project.

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

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

By: Deborah Morton, CPC
Responsible Officer

Digitally signed by Deborah Morton, CPC
DN: C=US, E=dmorton@vertexeng.com,
O=Vertex Companies, LLC,
CN=Deborah Morton, CPC
Date: 2025.06.20 17:57:09-04'00'

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
PROJECT CAPITAL COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the Engineer's Report, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Kimley-Horn and Associates, Inc.
by: [Signature]
Consulting Engineer William J. Schilling Jr., P.E.

Date: June 20, 2025



RiversEdge Phase 3B – CDD Project (Streetscape Improvements)

Community Development District (CDD) Engineer's - Certificate for Payment

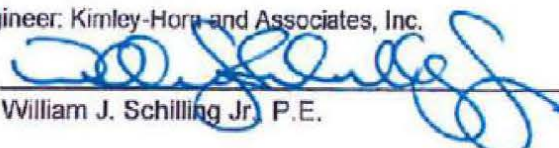
This "Engineer's Certificate for Payment" is in addition to the approved and executed information contained in "AIA Document G702 – 1992 – Application and Certificate for Payment".

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is Entitled to payment of the AMOUNT CERTIFIED in the executed "AIA Document G702 – 1992 – Application and Certificate for Payment".

Application # 09

Engineer: Kimley-Horn and Associates, Inc.

By:


William J. Schilling Jr., P.E.

Date:

June 9, 2025

VIA Consulting Services, Inc.



Engineering, Administration and Inspection Services

Phase 3B - CDD Project (Streetscape Improvements) – Construction Inspector's Certificate for Payment

This "Construction Inspector's Certificate for Payment" is supplementary to the certifications contained in the attached document.

In accordance with the Contract Documents, based on on-site observations and the data comprising the attached application the Construction Inspector certifies to the Owner that to the best of the Construction Inspector's knowledge, information, and belief that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the AMOUNT CERTIFIED in the attached "AIA Document G702 – Application and Certificate for Payment."

Application # 09 (Nine)

Construction Inspector:

Peter J Sheridan III

Digitally signed by Peter J
Sheridan III
Date: 2025.05.30 12:54:50 -04'00'

By: _____

Peter J. Sheridan, III, PE

Date: _____

CITY OF JACKSONVILLE, FLORIDA
APPLICATION FOR PAYMENT NO. 9

	BID		CONTRACT
PROJECT Phase 3B - CDD Project NO.	<u>N/A</u>	NO.	<u>N/A</u>

For Work accomplished through the date of: 2025/04/30

A. Contract and Change Orders

1. Contract Amount.....	<u>\$4,882,102.74</u>
2. Executed Change Orders.....	<u>(\$515,899.17)</u>
3. Total Contract (1) + (2).....	<u>\$4,366,203.57</u>

B. Work Accomplished

4. Work performed on Contract Amount (1).....	<u>3,747,726.59</u>
5. Work performed on Change Orders (2).....	<u>\$ (357,273.91)</u>
6. Materials stored.....	<u>-</u>
7. Total Completed & Stored (4) + (5) + (6).....	<u>3,390,452.62</u>
8. Retainage * 5% of Item (7), not to exceed 5% of Item (3)	<u>\$169,522.63</u>
9. Less Previous Payments Made (or) Invoiced.....	<u>\$2,837,163.50</u>
10. Payment Amount Due this Application (7) - (8) - (9).....	<u>383,766.49</u>

(*) Retainage subject to conditions as set forth in Paragraph 20.39.5 of the General Conditions

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the contract Documents; (3) all previous progress payments received from CITY on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to CITY at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) if applicable, the CONTRACTOR has complied with all provisions of Part 6 of the Purchasing Code including the payment of a pro-rata share to Minority Business Enterprises of all payments previously received by the CONTRACTOR.

Dated May 23, 2025 Rand Baldwin, UCC Group, Inc.


Notary Public



CONTRACTOR

DATE

APPROVALS

_____	Public Works or CEI Const. Inspector
_____	CEI Project Manager
_____	Public Works Project Manager
_____	Public Works Construction Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER: THE DISTRICT CDD (C/O WRATHELL, HUNT & ASSOCIATES, LLC)
 2300 GLADES ROAD, SUITE 410W
 BOCA RATON, FL 33431
 ATTN: BILL SCHILLING, KIMLEY-HORN & ASSOCIATES, INC.
 FROM: UCC GROUP, INC.
 7380 SAND LAKE ROAD, SUITE 500
 ORLANDO, FL 32819
 CONTRACT FOR: PHASE 3B - CDD PROJECT (STREETSCAPE IMPROVEMENTS)

APPLICATION NO: 9 Distribution to:
 OWNER
 CONTRACTOR
 ENGINEER
 ARCHITECT
 Period from: 2025/04/01
 Period to: 2025/04/30
 PROJECT NO: Phase 3B CDD - Streetscape
 CONTRACT DATE: 6/14/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
		\$102,145.98	-\$604,373.20
Approved this Month			
Number	Date Approved		
16	4/10/2025	\$12,342.91	\$0.00
18	4/10/2025	\$0.00	-\$26,014.86
		\$0.00	\$0.00
		\$0.00	\$0.00
TOTALS		\$114,488.89	-\$630,388.06
Net change by Change Orders			-\$515,899.17

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application of Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: UCC GROUP, INC. PM: Rand Baldwin
 By: *[Signature]* Date: May 23, 2025

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA 1983
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$4,882,102.74
2. Net change by Change Orders	-\$515,899.17
3. CONTRACT SUM TO DATE	\$4,366,203.57
4. TOTAL COMPLETED & STORED TO DATE	\$3,390,452.62
5. RETAINAGE	
a. 5% of Completed Work	\$169,522.63
b. 0% of Stored Material	\$0.00
Total Retainage	\$169,522.63
6. TOTAL EARNED LESS RETAINAGE	\$3,220,929.99
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$2,837,163.50
8. CURRENT PAYMENT DUE	\$383,766.49
9. BALANCE TO FINISH, PLUS RETAINAGE	\$1,145,273.58

State of Florida County of Orange
 Subscribed and sworn to before me this 23 day of May, 2025
 Notary Public *[Signature]*
 My Commission expires 5/15/26



AMOUNT CERTIFIED \$ 383,766.49

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: KIMLEY-HORN & ASSOCIATES, INC.

By: *[Signature]* Date: June 9, 2025

William J. Schilling, Jr., P.E.

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET - STREETSCAPE HARDSCAPE

APPLICATION #: 5

APPLICATION DATE: 05/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
Schedule of Values - STREETSCAPE									
GENERAL CONDITIONS									
1	Mobilization/Demobilization	22,543.00	18,771.50			18,771.50	83%	3,771.50	\$ 938.58
2	Payment & Performance Bond/Insurance	82,583.00	82,583.00			82,583.00	100%	-	\$ 4,129.15
3	Survey/Layout	45,086.00	44,500.00			44,500.00	99%	586.00	\$ 2,225.00
4	Travel/Accommodations, Per Diem	191,617.00	162,500.00	10,000.00		172,500.00	90%	19,117.00	\$ 8,625.00
5	Mock Ups	2,500.00	2,500.00			2,500.00	100%	-	\$ 125.00
6	As Builts	11,272.00	-			-	0%	11,272.00	\$ -
7	Supervision - Project Management	128,494.00	107,000.00	5,000.00		112,000.00	87%	16,494.00	\$ 5,800.00
8	Submittals	6,763.00	6,763.00			6,763.00	100%	-	\$ 338.15
9	Safety	33,815.00	28,500.00	2,000.00		30,500.00	90%	3,315.00	\$ 1,525.00
10	Daily Clean	33,815.00	26,000.00	1,000.00		26,000.00	77%	7,815.00	\$ 1,500.00
11	Punch	22,544.00	-	3,000.00		3,000.00	13%	19,544.00	\$ 150.00
HARDSCAPE - STREETSCAPE PHASE 1									
12	H101 Wausau Pedestrian Paver (4x12 HRT 15, 34,60) with subslab	61,509.84	40,298.25	11,985.11		52,283.36	85%	9,226.48	\$ 2,614.17
13	H105 Wausau Pavers - ADA with sub slab	4,902.00	3,617.66	549.04		4,166.70	85%	735.30	\$ 208.34
14	H102 Concrete Sidewalk Type 1 - rock salt finish	62,386.50	20,000.00	17,431.90		37,431.90	60%	24,954.60	\$ 1,871.80
15	H103 Concrete Sidewalk Type 2 Bands - broom finish	56,100.00	32,500.00	15,185.00		47,685.00	85%	8,415.00	\$ 2,384.25
16	H104 Bike Lane Two Lane Cayman Dream Color Hardener	78,204.00	17,500.00	41,153.00		58,653.00	75%	19,551.00	\$ 2,932.85
17	H106 Wausau Pedestrian Paver (4x12 HRT 15, 34,60) with subslab	94,658.00	71,233.72	9,225.58		80,459.30	85%	14,198.70	\$ 4,022.97
18	H109 & H113 Vehicular Concrete @ Crosswalks	48,457.75	5,000.00	-154.22		4,845.78	10%	43,611.97	\$ 242.29
19	Expansion Joint, Cap, & Caulk w galv dowels	25,116.00	11,000.00	7,637.00		18,637.00	75%	6,279.00	\$ 941.85
20	Expansion Joint, Cap, & Caulk	8,507.50	2,750.00	2,130.62		4,880.62	75%	1,626.88	\$ 244.03
21	Expansion Joint in subslab only	2,961.00	1,500.00	720.75		2,220.75	75%	740.25	\$ 111.04
SITE FURNISHINGS - STREETSCAPE PHASE 1									
22	SF101 - Streetscape Bench (Strata Beam Bench) by Landscape Forms	37,600.00	-	33,840.00		33,840.00	90%	3,760.00	\$ 1,692.00
23	SF102 - Waste Receptacle (Poe Litter) by Landscape Forms	14,000.00	-	11,200.00		11,200.00	80%	2,800.00	\$ 560.00
24	SF103 Bike Rack (Emerson) by Landscape Forms	14,680.00	-	13,122.00		13,122.00	90%	1,458.00	\$ 656.10
25	SF104 Bollards @ Bike Lane by Tournesol w/ foundations	4,400.00	-	4,400.00		4,400.00	100%	-	\$ 220.00
26	SF105 Monolithic Bench w/ with block out for lights by Wausau	25,876.00	17,740.00	6,842.20		24,582.20	95%	1,293.80	\$ 1,229.11
HARDSCAPE - PHASE 1 OFFSITE IMPROVEMENTS, NORTHEAST PARK									
27	H101 CIP Standard Sidewalk broom finish	3,250.50	3,200.00	17.99		3,217.99	99%	32.51	\$ 160.90
28	H102 Concrete Sidewalk IC Cool Gray - Broom Finish	4,279.00	4,200.00	36.21		4,236.21	99%	42.79	\$ 211.81
29	H103 Wausau Pedestrian Paver (4x12 HRT 15, 34,60) with subslab	16,905.00	16,250.00	485.95		16,735.95	99%	169.05	\$ 838.80
30	RW102 Riverwalk Paving - Color Hardener #2717C Blue	11,985.00	11,750.00	115.15		11,865.15	99%	119.85	\$ 593.26
31	RW104 Riverwalk Paving - Color Hardener #7499C Tan	1,680.00	1,650.00	13.20		1,663.20	99%	16.80	\$ 83.16
32	Expansion Joint, Cap, & Caulk & galv dowels	2,142.00	1,550.00	484.90		2,034.90	95%	107.10	\$ 101.75
33	Expansion Joint at subslab only	129.50	75.00	48.03		123.03	95%	6.47	\$ 6.15
SITE FURNISHINGS - PHASE 1 OFFSITE IMPROVEMENTS, NORTHEAST PARK									
34	S119 Curved Bench by Wausau	21,000.00	20,500.00	290.00		20,790.00	99%	210.00	\$ 1,039.50
HARDSCAPE - PHASE 1 OFFSITE IMPROVEMENTS, MARSHFRONT PARK									
35	H101 CIP Standard Neutral Gray Sidewalk	132.00	132.00	0.00		132.00	100%	-	\$ 6.60
36	H108 CIP Standard Neutral Gray Sidewalk w/ Sandblast finish	11,791.00	11,791.00	0.00		11,791.00	100%	-	\$ 589.55
37	Expansion Joint, Cap, & Caulk with dowels	1,722.00	1,400.00	235.90		1,635.90	95%	86.10	\$ 81.80
38	Expansion Joint, Cap, & Caulk	589.00	450.00	109.55		559.55	95%	29.45	\$ 27.98
SITE FURNISHINGS - PHASE 1 OFFSITE IMPROVEMENTS, MARSHFRONT PARK									

TO:

Kinley-Horn and Associates, Inc.

APPLICATION #: 9

APPLICATION DATE: 05/31/25

PERIOD FROM: 6/30/25

PERIOD TO: 04/30/2015

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	PERCENT COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
Schedule of Values - STREETScape									
39	S101 Bike Rack (Loop) by Landscape Forms	3,345.00	-	3,345.00		3,345.00	100%	-	\$ 187.23
40	S102 Waste Receptacle (2HMM4030C) by Belson Outdoors	2,760.00	-	1,380.00		1,380.00	50%	1,380.00	\$ 89.00
41	S105 Pet Waste Station (Waste Eliminator Station BLK) by Pet Waste Eliminator	1,105.00	1,105.00	0.00		1,105.00	100%	-	\$ 55.25
42	S129 Precast Spheres (24" & 36" @ TF6101) by Belson Outdoors	4,070.00	4,000.00	29.30		4,029.30	99%	40.70	\$ 201.47
HARDSCAPE - STREETScape PHASE 2									
43	H101 Wausau Pedestrian Paver (4x12 HRT 15, 34,60) with subslab	273,678.66	269,310.79	1,631.08		270,941.87	99%	2,736.79	\$ 13,547.09
44	H105 Wausau Pavers - ADA with sub-slab	12,083.00	11,874.70	87.47		11,962.17	99%	120.83	\$ 998.11
45	H102 Concrete Sidewalk Type 1 - rock salt finish	203,155.40	191,000.00	12,103.85		203,103.85	99%	2,051.55	\$ 10,155.19
46	H103 Concrete Sidewalk Type 2 Bands - broom finish	255,618.00	243,000.00	10,661.82		253,061.82	99%	2,556.18	\$ 12,653.09
47	H104 Bike Lane Two Lane Caymen Dream Color Hardener	230,633.20	220,000.00	8,326.87		228,326.87	99%	2,306.33	\$ 11,416.34
48	H106 Wausau Pedestrian Paver (4x12 HRT 15, 34,60) with subslab	204,309.60	199,876.64	2,387.86		202,266.50	99%	2,043.10	\$ 10,113.33
49	H109 Vehicular Concrete @ Crosswalks	11,861.20	10,600.00			10,600.00	89%	1,261.20	\$ 530.00
50	Expansion Joint, Cap, & Caulk & dowels	1,722.00	1,150.00	399.80		1,549.80	90%	172.20	\$ 77.49
51	Expansion Joint, Cap, & Caulk	589.00	500.00	30.10		530.10	90%	58.90	\$ 26.51
SITE FURNISHINGS - STREETScape PHASE 2									
52	SF101 - Streetscape Bench (Strata Beam Bench) by Landscape Forms	197,400.00	-	98,700.00		98,700.00	50%	98,700.00	\$ 4,935.00
53	SF102 - Waste Receptacle (Poe Litter) by Landscape Forms	62,050.00	-	49,640.00		49,640.00	80%	12,410.00	\$ 2,482.00
54	SF103 Bike Rack (Emerson) by Landscape Forms	21,870.00	-	19,683.00		19,683.00	90%	2,187.00	\$ 984.15
55	SF104 Bollards @ Bike Lane by Tournesol w/ foundations	17,600.00	8,500.00	5,580.00		14,080.00	80%	3,520.00	\$ 704.00
56	SF105 Monolithic Bench w/ with block out for lights by Wausau	109,973.00	108,795.98	77.29		108,873.27	99%	1,099.73	\$ 5,443.66
57	SF106 Precast Monolithic Cube 24" Sq by Wausau	5,600.00	5,452.00	92.00		5,544.00	99%	56.00	\$ 277.20
		2,818,318.78	2,848,372.24	411,860.30	-	2,461,232.54	87.42%	354,086.21	\$ 123,081.83

CONTINUATION SHEET - LANDSCAPE & IRRIGATION

APPLICATION #: 1

APPLICATION DATE: 06/21/25

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/26

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	Q/C	H	I
Schedule of Value LANDSCAPE/IRRIGATION									
GENERAL CONDITIONS									
1	Mobilization/Demobilization	22,000.00	18,000.00			18,000.00	82%	4,000.00	\$ 900.00
2	Payment & Performance Bond/Insurance	27,559.00	27,559.00			27,559.00	100%	-	\$ 1,377.95
3	Survey/Layout	16,160.00	9,000.00			9,000.00	56%	7,160.00	\$ 450.00
4	Travel/Accommodations, Per Diem	26,000.00	9,000.00			9,000.00	35%	17,000.00	\$ 450.00
5	As Builts	2,750.00	-			-	0%	2,750.00	\$ -
6	Supervision - Project Management	23,782.00	4,500.00			4,500.00	19%	19,282.00	\$ 225.00
7	Submittals	3,000.00	3,000.00			3,000.00	100%	-	\$ 150.00
8	Safety	6,361.00	1,750.00			1,750.00	28%	4,611.00	\$ 87.50
9	Daily Clean	6,361.00	1,000.00			1,000.00	16%	5,361.00	\$ 50.00
10	Punch	4,241.00	-			-	0%	4,241.00	\$ -
TREES									
11	Shumard Oak (Quercus shumardii) - 4" CAL	23,671.83	-			-	0%	23,671.83	\$ -
12	Cathedral Live Oak (Quercus virginiana 'Cathedral') - 4" CAL	3,310.08	-			-	0%	3,310.08	\$ -
13	Sky Climber Live Oak (Quercus virginiana 'Sky Climber') - 4" CAL	68,908.32	62,067.87			62,067.87	90%	6,840.45	\$ 3,103.39
14	Bosque Elm (Ulmus parvifolia 'Bosque') - 4" CAL	25,331.70	33,426.92	(8,095.22)		25,331.70	100%	-	\$ 1,266.58
PALM TREES									
15	Cabbage Palm (Sabal palmetto) - REGÉN - BOOTED - 12" - 18" CT	38,549.52	33,571.04			33,571.04	87%	4,978.48	\$ 1,578.55
UNDERSTORY TREES									
16	East Palatka Holly (Ilex x attenuata 'East Palatka') - 2" CAL MT	2,769.76	-			-	0%	2,769.76	\$ -
17	Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez') - 2" CAL MT	24,314.36	32,717.45	(8,403.09)		24,314.36	100%	-	\$ 1,215.72
18	Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee') - 2" CAL MT	10,420.44	-			-	0%	10,420.44	\$ -
SHRUBS									
19	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma') - 7G	180.42	-			-	0%	180.42	\$ -
20	Chindo Viburnum (Viburnum awabaki 'Chindo') - 7G	4,733.76	-			-	0%	4,733.76	\$ -
GROUND COVER									
21	Elsine Agapanthus (Agapanthus x 'Elsine') - 3G	35,054.18	5,071.20			5,071.20	14%	29,982.98	\$ 253.56
22	Dwarf Bottlebrush (Callistemon viminalis 'Little John') - 3G	3,073.36	-			-	0%	3,073.36	\$ -
23	Variegated Flax Lily (Dianella tasmanica 'Variegata') - 1G	50,761.88	27,045.65			27,045.65	53%	23,716.23	\$ 1,352.28
24	Blue Daze Morning Glory (Evolvulus plomeratus 'Blue Daze') - 1G	11,117.33	-			-	0%	11,117.33	\$ -
25	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific') - 1G	9,040.98	659.08			659.08	7%	8,381.90	\$ 32.95
26	Texas Sage (Leucophyllum frutescens) - 3G	807.00	-			-	0%	807.00	\$ -
27	Cerise Charm Loropetalum (Loropetalum chinense 'Kurobigin') - 3G	352.80	-			-	0%	352.80	\$ -
28	Firepower Heavenly Bamboo (Nandina domestica 'Firepower') - 3G	13,305.40	4,643.68			4,643.68	35%	8,661.72	\$ 232.18
29	Hamel Fountain Grass (Pennisetum alopecuroides 'Hamel') - 3G	7,671.36	-			-	0%	7,671.36	\$ -
30	White Drift Groundcover Rose (Rosa x 'Meisortland' TM) - 3G	8,773.89	8,585.83			8,585.83	98%	188.06	\$ 428.29
31	Knock Out Shrub Rose (Rosa x 'Radrazz' TM) - 3G	5,974.22	6,002.98	(28.76)		5,974.22	100%	-	\$ 298.71
32	Asiatic Jasmine (Trachelospermum asiaticum) - 1G	5,565.12	-			-	0%	5,565.12	\$ -
33	Society Garlic (Tulbaghia violacea) - 1G	15,944.64	10,440.58			10,440.58	65%	5,504.06	\$ 522.03
34	Mrs. Schillers Delight (Viburnum obovatum 'Mrs. Schillers Delight') - 3G	31,275.72	11,090.80			11,090.80	35%	20,184.92	\$ 554.54
GRASSES									
35	Muhly Grass (Muhlenbergia capillaris) - 3G	5,315.65	-			-	0%	5,315.65	\$ -
ADDITIONAL LANDSCAPE									
36	Mulch Layer - Per Kimley Horn includes Double Shredded Hardwood	42,463.20	10,500.00			10,500.00	25%	31,963.20	\$ 525.00
37	Topsoil 6" Layer	63,650.64	5,111.06	5,000.00		10,111.06	16%	53,539.58	\$ 505.55

CONTINUATION SHEET - LANDSCAPE & IRRIGATION

APPLICATION NO. 9

APPLICATION DATE: 06/21/25

PERIOD FROM: 640125

PERIOD TO: 6/30/75

TO:

Kimley-Horn and Associates, Inc.

[illegible]

Künley-Horn and Associates, Inc.

APPLICATION DATE: 05/11/25

PERIOD FROM: 04/01/25

PERIOD TO: 643825

Page 7 of 10

Kimley-Horn and Associates, Inc.

APPLICATION 6.3

APPLICATION DATE: 05/21/25

PERIOD FROM: 06/01/25

PERIOD TO: 6/30/75

Page 8 of 10

TO:

Kimley-Horn and Associates, Inc.

APPLICATION B: 9

APPLICATION DATE: 05/21/28

PERIOD FROM: 04/01/25

PERIOD TO: 04/30/25

[illegible]

CONTINUATION SHEET

TO:

Kimley-Horn and Associates, Inc.

APPLICATION #: 9

APPLICATION DATE: 21-May-28

PERIOD FROM: 1-Apr-25

PERIOD TO: 30-Apr-25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES CONT.: CHANGE ORDERS/DIRECTIVES									
CO#1	CRA	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO#2	CRA	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO#3	CRA	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO#4	AD Paving Sealer at the Riverwalk	\$ 3,188.90	\$ 3,188.90		\$ -	\$ 3,188.90	100%	\$ -	\$ 159.45
CO#5	Security Camera	\$ 18,784.68	\$ 4,696.17	\$ 1,565.39	\$ -	\$ 6,261.56	33%	\$ 12,523.12	\$ 313.08
CO#5	Reduce Permitting Allowance	\$ (18,784.68)	\$ (18,784.68)		\$ -	\$ (18,784.68)	100%	\$ -	\$ (939.23)
CO#6	Landscape Forms ODPO	\$ (322,590.60)	\$ -	\$ (150,000.00)		\$ (150,000.00)	46%	\$ (172,590.60)	\$ (7,500.00)
CO#7	CRA		\$ -			\$ -		\$ -	\$ -
CO#8	ODPO Wausau Pavers	\$ (173,294.62)	\$ (173,294.62)			\$ (173,294.62)	100%	\$ -	\$ (8,664.73)
CO#8	ODPO Wausau Benches	\$ (108,487.98)	\$ (108,487.98)			\$ (108,487.98)	100%	\$ -	\$ (5,424.40)
CO#9	CRA		\$ -			\$ -		\$ -	\$ -
CO#10	Extend Primary & Secondary Electrical & Transformer Pad	\$ 31,926.73	\$ 5,000.00			\$ 5,000.00	16%	\$ 26,926.73	\$ 250.00
CO#11	CRA		\$ -			\$ -		\$ -	\$ -
CO#12	Roundabout Landscaping & Lights	\$ 67,030.35	\$ 60,000.00	\$ 6,500.00		\$ 66,500.00	99%	\$ 530.35	\$ 3,325.00
CO#13	CRA					\$ -		\$ -	\$ -
CO#14	CRA					\$ -		\$ -	\$ -
CO#15	CRA					\$ -		\$ -	\$ -
CO#16	Add Conduit Under Pavers for Future Electrical Sign Connector	\$ 12,342.91		\$ 12,342.91		\$ 12,342.91	100%	\$ -	\$ 617.15
CO#17	CRA					\$ -		\$ -	\$ -
CO#18	Maintain Conduit Deduct	\$ (26,014.86)				\$ -	0%	\$ (26,014.86)	\$ -
CHANGE ORDER SUBTOTALS		\$ (616,899.17)	\$ (227,682.21)	\$ (128,591.70)	\$ -	\$ (357,273.91)	6.90%	\$ (188,626.26)	\$ (17,863.70)
GRAND TOTALS		\$ 4,386,363.67	\$ 2,986,487.89	\$ 403,964.73	\$ -	\$ 3,390,452.82	77.98%	\$ 976,790.95	\$ 189,522.63

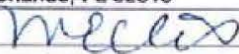
CONDITIONAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of \$383,766.49 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 04/30/2025 to UCC GROUP INC. on the job of RiversEdge Phase 3 CDD to the following property:

Broadcast Place
Jacksonville, FL 32207

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 5/29/2025

Lienor's Name: UCC Group Inc.
Address: 7380 Sand Lake Road, Suite 500
Orlando, FL 32819
By: 
Printed Name: Melanie Ellis

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, this 29 day of May 2025 M. Ellis
who being duly sworn on oath says that he/she is Office Manager of UCC Group Inc.
and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.



Printed Name: Pat DiPaolo

Notary Public

Pat Anthony DiPaolo, a Commissioner, etc.,
City of Toronto, for UCC Group Inc.
Expires December 23, 2026

REQUISITION

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND
IMPROVEMENT CONVERTIBLE CAPITAL APPRECIATION BONDS,
SERIES 2023A-2
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of December 1, 2020, as supplemented by that certain Fourth Supplemental Trust Indenture (collectively, the "Series 2023A-2 Indenture") dated as of November 1, 2023 and each by and between the District and U.S. Bank Trust Company, National Association (successor to U.S. Bank National Association), as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2023A-2 Indenture):

- (A) Requisition Number: 2023-099
- (B) Name of Payee pursuant to Acquisition Agreement: Landscape Forms, Inc.

Wire Payment Instructions
Name: Landscape Forms, Inc.
Bank: JPMorgan Chase Bank, N.A.
Routing/ABA: 021000021
Bank Account: 865000045910

- (C) Amount Payable: \$159,970.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2023A-2 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2023A-2 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Project.

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

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

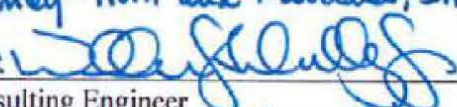
By:  Deborah Morton, CPC
Responsible Officer

Digital signed by Deborah Morton,
CPC
DN: cn=D.Morton,
o=Veritas Companies, LLC,
c=US
Email=dmorton@veritas.com

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
PROJECT CAPITAL COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the Engineer's Report, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Kimley-Horn and Associates, Inc.
by: 
Consulting Engineer *William J. Schilling Jr., P.E.*

Date: June 19, 2025



PHASE 3B
OWNER DIRECT PURCHASE
INVOICE SUMMARY FOR AUTHORIZING PAYMENT

Date: June 3, 2025 ✓ PO # ODP-02-CRA ✓

Job Site: The District – RiversEdge Phase 3B Project ✓

Vendor Name: Landscape Forms ✓

ODP PO Submittal Number: 01 ✓

PO Amount \$ 159,970.00 ✓

Previous Invoices Requested \$ 0.00 ✓

Amount Requested This Period \$ 159,970.00 ✓

Balance to Finish \$ 0.00 ✓

Tax Savings Accumulated \$ 9,673.20 ✓

Invoice No	Invoice Date	Amount
0000224446 ✓	April 16, 2025 ✓	\$ 76,730.00 ✓
0000224494 ✓	April 16, 2025 ✓	\$ 83,240.00 ✓

The undersigned contractor certifies to the best of the contractor's knowledge that all material for the above invoices(s) have been delivered to the jobsite in good condition.

TOTAL INVOICES THIS PERIOD \$ 159,970.00 ✓

UCC GROUP, INC.

General Contractor Name

Rand Baldwin

Print Name

Rand Baldwin
Call US, E=rbaldwin@uccgroup.com,

General Contractor Signature Rand Baldwin
2025.06.05 14:38:00-04'00'

Invoice

Invoice Date: 4/16/2025
Reference/P.O.#: ODP-02-CRA
Order #: 0000343371
Invoice #: 0000224448
Project: The Rivers Edge, Jacksonville

Please remit to our lockbox:
LANDSCAPE FORMS, INC
PO BOX 78000
DEPT. 78073
DETROIT, MICHIGAN 48278-0073

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

Ship To: The Community Development District
1701 Prudential Dr.
Afton, Va
407-680-9174
Jacksonville, FL 32207

Contact: Order Acknowledgments

Shipped: 4/16/2025 Ship Via: Common Carrier Ship Track#: AT5 5564201 Terms: NET 30 - PENDING CRED AP

Item:	Qty Shp	Unit Price:	Total Price:
POE LITTER; Side Opening, 34 gal capacity C1: SILV	27	2,370.00	63,890.00 ✓
EMERSON BIKE RACK; Embedded C1: SILV	8	530.00	4,240.00 ✓
LOOP BIKE RACK; Embedded C1: SILV	17	500.00	8,500.00 ✓

LAST ITEM

Payment/Credit from Document:

*** The quoted price may include estimated tax, duties and tariffs. Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to any invoice as a separate and additional charge to purchaser unless an acceptable exemption certificate is presented.

*** Purchaser shall pay all fees and expenses paid or incurred by Seller in collecting any amounts due for goods purchased by Purchaser, including without limitation, freightable storage, fees and costs. Business on account not paid within thirty (30) days of date of invoice or within an alternative period of time as determined and indicated by Seller, shall bear interest at a rate of eighteen percent (18%) per annum. No cash discount shall be allowed.

Subtotal	76,730.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance Due: USD	76,730.00

Page: 1

FOR OFFICE USE:

Dist # TIVS
Sales: FL1

landscapeforms

Landscape Forms, Inc. Corporate Address
7830 E. Michigan Avenue
Kalamazoo, MI 49008-9543
PH: 269/921-2548 FX: 269/381-3410
FEDERAL ID # 38-0867577
CST# 404349702870001
DUN #04 622-8363
FSC# 80-000-0001291

Invoice

Invoice Date: 4/16/2025
Reference/P.O.#: ODP-02 CRA
Order #: 0000343371
Invoice #: 0000224494
Project: The Rivers Edge, Jacksonville

Please remit to our lockbox:
LANDSCAPE FORMS, INC
PO BOX 78000
DEPT. 78073
DETROIT, MICHIGAN 48278-0073

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

Ship To: The Community Development District
1701 Prudential Dr
Attn: Wtor
407-680-9174
Jacksonville, FL 32207

Contact: Order Acknowledgments

Shipped: 4/16/2025 Ship Via: Common Carrier Ship Track#: AIS 5564002 Terms: NET 30 PENDING CRED AP

Item	Qty	Shp	Unit Price	Total Price	
STRATA BEAM: Single Bench, Leg color: MeldStone - Natural White... Seat Wood: Jarrah, no finish (exterior use only).C1: WHIT C2: WHIT	9		3,880.00	34,920.00	✓
STRATA BEAM: Support Only - End support, Surface Mount, MeldStone Color: Natural White.	9		0.00	0.00	
STRATA BEAM: Support Only - End support, Surface Mount, MeldStone Color: Natural White.	9		0.00	0.00	
STRATA BEAM: Bench Top Only - 80" Backed, End Arms, Wood: Jarrah.C1: WHIT C2: WHIT	9		0.00	0.00	
Northport Removable Bollard assembly. Includes everything EXCEPT socket assembly. Powdercoat color: Silver Metallic	19		1,790.00	34,010.00	✓
Northport Removable Bollard socket assembly ONLY. Includes cover plate, chain and rubber cap. Galvanized.	1		430.00	430.00	✓
Shipping & Handling -	1		13,880.00	13,880.00	—

LAST ITEM

Payment/Credit from Document

*** The quoted price may include estimated tax, duties and tariffs. Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to an invoice as a separate and additional charge to purchaser unless an acceptable exempt certificate is presented.

*** Purchaser shall pay all costs and expenses paid or incurred by seller in collecting any amounts due for goods purchased by purchaser, including without limitation, reasonable attorney's fees and costs. Balances on invoices not paid within sixty (60) days of date of invoice or within an alternate period of time as determined and indicated by Seller, shall incur interest at a rate of eighteen percent (18%) per annum. For cash discounts shall be allowed.

Subtotal	83,240.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance Due: USD	83,240.00

Page: 1

FOR OFFICE USE:

Card #: TINS
Sales: FL3

landscapeforms

Landscape Forms, Inc Corporate Address:
7800 E. Michigan Avenue
Kalamazoo, MI 49048-0640
PH: 800/672-0544 FX: 269/385-0800
Federal ID #: 38-1887574
GST#: 89436478070001
DUN # 01523 8363
FICP: NC000001281

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS E

FUNDING REQUEST NO. 2
DISTRICT COMMUNITY DEVELOPMENT DISTRICT

August 13, 2025

Elements Development of Jacksonville, LLC
2121 N. Pearl Street, Suite 600
Dallas, Texas 75201
Attention: Jim Thompson

Dear Mr. Thompson:

Reference is made to (i) that certain Construction Funding Agreement made and entered into October 18, 2021 (the “**Original Funding Agreement**”), by and between The District Community Development District (the “**District**”) and Elements Development of Jacksonville, LLC (the “**Developer**”), as amended by that certain First Amendment to Construction Funding Agreement between the District and the Developer (the “**First Amendment**” and, together with the Original Funding Agreement, the “**Funding Agreement**”) and (ii) that certain Amended and Restated CRA Infrastructure Improvement Costs Disbursement Agreement dated as of November 27, 2023, by and among the Downtown Investment Authority (the “**DIA**”), the District, and the Developer (the “**Disbursement Agreement**”). All capitalized terms used herein shall have the meaning ascribed to such term in the Funding Agreement or the Disbursement Agreement, as the case may be.

Pursuant to Section 2 of the Funding Agreement, the undersigned, an authorized representative of the District, hereby submits to the Developer the following request on behalf of the District for an advance of funds in an amount equal to **\$1,459,598.09** to pay for certain costs of the CDD and CRA Projects, as further described in **Exhibit A** to this Funding Request (“**Costs**”). The District does not presently have sufficient funds available in its Series 2023A-2 Acquisition and Construction Account for the payment of such Costs. Such amount is to be transferred to the account, and for the benefit, of the District in accordance with the wire instructions attached hereto.

The undersigned hereby certifies that:

1. This Funding Request is for obligations in the stated amounts set forth herein that have been incurred by the District and that have not previously been paid.
2. A statement or invoice for each amount requested hereunder is attached hereto as part of **Exhibit A**.
3. The Costs set forth herein are proper charges against the District’s Series 2023A-2 Acquisition and Construction Account and shall be treated as unpaid requisitions and paid in the future if and when funds may be deposited into the Series 2023 Acquisition and Construction Account, which includes any reimbursement of funds paid to the District pursuant to the Disbursement Agreement.
4. The amounts requested hereunder relating to the Costs are eligible for repayment to the Developer pursuant to the Funding Agreement, subject to the terms and conditions provided therein.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable pursuant to this Funding Request, which has not been released or will not be released simultaneously with the payment hereof.

In connection with this Funding Request, the District hereby agrees to reimburse Developer for the amount funded hereunder as soon as possible in accordance with the terms of the Funding Agreement. In furtherance thereof, the District shall do the following:

1. No later than one hundred twenty (120) days of the date hereof (or such later date agreed upon by the District and Developer which agreement may be by electronic mail), submit a Disbursement Request to the DIA pursuant to the Disbursement Agreement to seek reimbursement of the eligible Costs of the CRA Projects identified in this Funding Request.
2. Within ten (10) days of receipt of any reimbursement amount from the DIA pursuant to the Disbursement Agreement or other funds available therefor, to transfer such amount to Developer pursuant to such wire instructions as shall be provided at such time.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

By: Deborah Morton, CPC Digitally signed by Deborah Morton,
CPC
DN: C=US,
E=dmorton@vertexeng.com,
O=Vertex Companies, LLC,
CN=Deborah Morton, CPC
Date: 2025.08.13 11:12:21-0400
Responsible Officer

Date: _____

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for costs of the CDD and CRA Projects and is consistent with: (i) the applicable construction contract(s); (ii) the plans and specifications for the portion of the CDD and CRA Projects with respect to which such disbursement is being made; and (iii) the Engineer's Report, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies that the amounts identified as CRA Project costs in **Exhibit A** are costs of the CRA Project and eligible to be submitted for reimbursement under the Disbursement Agreement subject to the provisions therein.

Kimley-Horn and Associates, Inc.
by: *[Signature]*
Consulting Engineer *William J. Schilling Jr., P.E.*

Date: AUGUST 12, 2025

Exhibit A

**Summary of Funding Request
(invoices attached)**

<u>Payee Name</u>	<u>Payment Reference (Requisition #)</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1. UCC Group Inc.	2023-103	Costs of the CRA Project	\$1,012,756.72
2. UCC Group Inc.	2023-104	Costs of the CDD Project	\$240,861.37
3. Landscape Forms, Inc.	2023-109 (ODP 01 – Payment #2)	Costs of the CDD Project	\$205,980.00
Total			\$1,459,598.09

REQUISITION

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND
IMPROVEMENT CONVERTIBLE CAPITAL APPRECIATION BONDS,
SERIES 2023A-2
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of December 1, 2020, as supplemented by that certain Fourth Supplemental Trust Indenture (collectively, the "Series 2023A-2 Indenture") dated as of November 1, 2023 and each by and between the District and U.S. Bank Trust Company, National Association (successor to U.S. Bank National Association), as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2023A-2 Indenture):

(A) Requisition Number: 2023-103

(B) Name of Payee pursuant to Acquisition Agreement: UCC Group, Inc.

Wire Payment Instructions
Name: UCC Group Inc.
Routing/ABA: 063216608
Bank Account: 500989696

(C) Amount Payable: \$1,012,756.72 ✓

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023A-2 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2023A-2 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Project.

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

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Deborah Morton, CPC

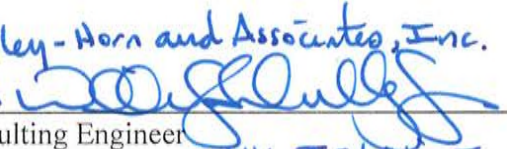
Digitally signed by Deborah Morton, CPC
DN: C=US, E=dmorton@vertexeng.com,
O=Vertex Companies, LLC, CN=Deborah
Morton, CPC
Date: 2025.07.21 17:57:14-0400

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
PROJECT CAPITAL COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the Engineer's Report, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Kimley-Horn and Associates, Inc.
by: 
Consulting Engineer 
William J. Schilling Jr., P.E.

Date: July 18, 2025



RiversEdge Phase 3B – CRA Project (Parks, Riverwalk, and Streetscape Improvements)

Community Development District (CDD) Engineer's - Certificate for Payment

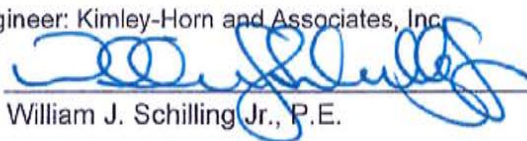
This "Engineer's Certificate for Payment" is in addition to the approved and executed information contained in "AIA Document G702 – 1992 – Application and Certificate for Payment".

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is Entitled to payment of the AMOUNT CERTIFIED in the executed "AIA Document G702 – 1992 – Application and Certificate for Payment".

Application # 10

Engineer: Kimley-Horn and Associates, Inc.

By:


William J. Schilling Jr., P.E.

Date:

July 2, 2025

Phase 3B - CRA Project (Parks, Riverwalk, and Streetscape Improvements) – Construction Inspector's Certificate for Payment

This "Construction Inspector's Certificate for Payment" is supplementary to the certifications contained in the attached document.

In accordance with the Contract Documents, based on on-site observations and the data comprising the attached application the Construction Inspector certifies to the Owner that to the best of the Construction Inspector's knowledge, information, and belief that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the AMOUNT CERTIFIED in the attached "AIA Document G702 – Application and Certificate for Payment."

Application # 10 (Ten)

Construction Inspector:

By: Corey T Chascin Digitally signed by Corey T Chascin
Date: 2025.06.23 15:12:28-04'00' Date: _____
Corey T. Chascin, PE

**CITY OF JACKSONVILLE, FLORIDA
APPLICATION FOR PAYMENT NO.**

10
Inv #

BID	CONTRACT
PROJECT <u>Phase 3B - CRA Project</u> NO. <u>N/A</u>	NO. <u>N/A</u>

For Work accomplished through the date of May 31, 2025

A. Contract and Change Orders

1. Contract Amount.....	<u>\$15,771,341.10</u>
2. Executed Change Orders.....+	<u>\$2,742,396.37</u>
3. Total Contract (1) + (2).....	<u>\$18,513,737.47</u>

B. Work Accomplished

4. Work performed on Contract Amount (1).....	<u>10,524,306.27</u>
5. Work performed on Change Orders (2).....+	<u>\$ (161,168.05)</u>
6. Materials stored.....+	<u>-</u>
7. Total Completed & Stored (4) + (5) + (6).....	<u>10,363,138.22</u>
8. Retainage * 5% of Item (7), not to exceed 5% of Item (3).....	<u>\$518,156.91</u>
9. Less Previous Payments Made (or) Invoiced.....	<u>\$8,832,224.59</u>
10. Payment Amount Due this Application (7) - (8) - (9).....	<u>1,012,756.72</u>

(*)-Retainage subject to conditions as set forth in Paragraph 20.39.5 of the General Conditions

CONTRACTOR'S CERTIFICATION

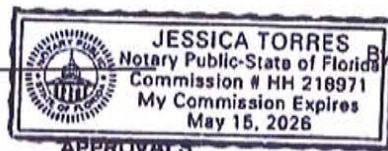
The undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the contract Documents; (3) all previous progress payments received from CITY on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to CITY at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) if applicable, the CONTRACTOR has complied with all provisions of Part 6 of the Purchasing C including the payment of a pro-rata share to Minority Business Enterprises of all payments previously received by the CONTRACTOR.

Dated June 11, 2025

Rand Baldwin, UCC Group, Inc.

CONTRACTOR

Jessica Torres
Notary Public



DATE

APPROVALS

Public Works or CEI Const. Inspector

CEI Project Manager

Public Works Project Manager

Public Works Construction Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER: THE DISTRICT CDD (C/O WRATHELL, HUNT & ASSOCIATES, LLC)
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FL 33431
FROM: ATTN: BILL SCHILLING, KIMLEY-HORN & ASSOCIATES, INC.
UCC GROUP, INC.

7380 SAND LAKE ROAD, SUITE 500
ORLANDO, FL 32819

CONTRACT FOR: PHASE 3B - CRA PROJECT (PARKS, RIVERWALK, AND STREETSCAPE IMPROVEMENTS)

APPLICATION NO: 10 Distribution to: OWNER
INV # CONTRACTOR
Period from: 5/1/2025 ENGINEER
Period to: 5/31/2025 ARCHITECT
Phase 3B CRA - Parks, Riverwalk &
PROJECT NO: Streetscape
CONTRACT DATE: 6/14/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

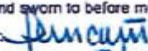
Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner		DEDUCTIONS
		\$3,503,019.27
Approved this Month		
Number	Date Approved	
19	15-May-25	\$86,753.37
TOTALS		\$3,589,772.64
Net change by Change Orders		\$2,742,396.37

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application of Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: UCC GROUP, INC. PM: Rand Baldwin
By:  Date: June 11, 2025

1. ORIGINAL CONTRACT SUM	\$15,771,341.10
2. Net change by Change Orders	\$2,742,396.37
3. CONTRACT SUM TO DATE	\$18,513,737.47
4. TOTAL COMPLETED & STORED TO DATE	\$10,363,138.22
5. RETAINAGE	
a. 5% of Completed Work	\$518,156.91
b. 0% of Stored Material	\$0.00
Total Retainage	\$518,156.91
6. TOTAL EARNED LESS RETAINAGE	\$9,844,981.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$8,832,224.59
8. CURRENT PAYMENT DUE	\$1,012,756.72
9. BALANCE TO FINISH, PLUS RETAINAGE	\$8,668,756.16

State of: Florida County of: Orange
Subscribed and sworn to before me this 11 day of June, 2025
Notary Public: 
My Commission expires: 5/15/26

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702 * APPLICATION AND CERTIFICATE FOR PAYMENT * MAY 1983 EDITION * AIA 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

AMOUNT CERTIFIED \$ \$1,012,756.72

(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC.

By:  Date: July 2, 2025
William J. Schilling, Jr. PE

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1983

CONTINUATION SHEET - PRUDENTIAL DRIVE EXT. STREETScape

APPLICATION #: 10

APPLICATION DATE: 5/27/2025

TO:

PERIOD FROM: 05/01/25

Kimley-Horn and Associates, Inc.

PERIOD TO: 05/31/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES PRUDENTIAL DR EXT									
	GENERAL CONDITIONS								
1	Mobilization and Demobilization	2,046.00	2,005.08	40.92		2,046.00	100%	-	\$ 102.30
2	Payment and Performance Bond/Insurance	7,359.00	7,359.00			7,359.00	100%	-	\$ 367.95
3	Survey and Layout	4,092.00	4,000.00	92.00		4,092.00	100%	-	\$ 204.60
4	Maintenance of Traffic	2,046.00	2,000.00	46.00		2,046.00	100%	-	\$ 102.30
5	Travel, Accommodations, Per Diem	8,665.00	8,450.00	215.00		8,665.00	100%	-	\$ 433.25
6	Mock Ups	7,500.00	7,500.00			7,500.00	100%	-	\$ 375.00
7	As-Builts	1,023.00	-			-	0%	1,023.00	\$ -
8	Project Management, Safety, Toilets, Trailers	12,275.00	12,030.00	245.00		12,275.00	100%	-	\$ 613.75
	SOIL EROSION CONTROL								
9	SWPPP Weekly Inspection and Maintenance	2,500.00	2,450.00	50.00		2,500.00	100%	-	\$ 125.00
10	Silt Fence	300.00	295.00	5.00		300.00	100%	-	\$ 15.00
11	Inlet Protection	480.00	470.40	9.60		480.00	100%	-	\$ 24.00
	EARTHWORK								
12	Stockpiling & Replacement of Soil below Cap	900.00	900.00			900.00	100%	-	\$ 45.00
13	Site Grading	3,550.00	3,500.00	50.00		3,550.00	100%	-	\$ 177.50
	HARDSCAPE - Streetscape CRA Prudential Extension-West								
14	H102 Concrete Sidewalk Type 1 - Rock Salt finish	13,719.75	13,719.75			13,719.75	100%	-	\$ 685.99
15	H103 Concrete sidewalk Type 2 -Broom finish	17,941.00	17,941.00			17,941.00	100%	-	\$ 897.05
16	H106 ODP Ped Paver 12"x4"x2.25" Greystone/ Carbon Black	22,503.60	22,503.60			22,503.60	100%	-	\$ 1,125.18
17	H107 Bike Lane One Lane Cayman Dream Color Hardener	9,114.00	9,114.00			9,114.00	100%	-	\$ 455.70
18	Expansion Joint, Cap & Caulk with galv dowels	3,675.00	3,675.00			3,675.00	100%	-	\$ 183.75
19	Expansion Joint, Cap & Caulk	1,339.50	1,339.50			1,339.50	100%	-	\$ 66.98
20	Expansion Joint at subslab only	122.50	122.50			122.50	100%	-	\$ 6.13
	SITE FURNISHINGS								
21	SF102 Waste receptacle (Poe Litter) by Landscape Forms	3,500.00	3,430.00	70.00		3,500.00	100%	-	\$ 175.00
22	SF104 Bollards @ Bike Lane by Tournesol w/ foundations	13,200.00	12,936.00	264.00		13,200.00	100%	-	\$ 660.00
	ELECTRICAL HARDSCAPE								
23	Subgeneral Conditions	1,099.55	1,042.00	57.55		1,099.55	100%	-	\$ 54.98
24	Power receptacle GFI	2,107.45	2,107.45			2,107.45	100%	-	\$ 105.37
25	1"Conduit from pull boxes to GFI Uplights, Monolithic Benches	6,331.90	6,331.90			6,331.90	100%	-	\$ 316.60
	LANDSCAPING								
26	Sky Climber Live Oak (Quercus virginiana 'Sky Climber')	9,276.12	9,276.12			9,276.12	100%	-	\$ 463.81
27	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	360.84	360.84			360.84	100%	-	\$ 18.04
28	Agapanthus (Agapanthus)	1,855.38	1,855.38			1,855.38	100%	-	\$ 92.77
29	Variegated Flax Lily (Dianella tasmanica 'Variegata')	4,598.88	4,598.88			4,598.88	100%	-	\$ 229.94
30	Knock Out Shrub Rose (Rosa x 'Radrazz' TM)	5,200.58	5,200.58			5,200.58	100%	-	\$ 260.03
31	Terra Toggle Tree Anchors	914.90	914.90			914.90	100%	-	\$ 45.75
32	Mulch 3"	2,612.64	2,032.63	580.01		2,612.64	100%	-	\$ 130.63
33	Landscape Bed Prep (includes 6" of topsoil)	4,036.84	4,036.84			4,036.84	100%	-	\$ 201.84

AIA CRA #10 May 2025

CONTINUATION SHEET - PRUDENTIAL DRIVE EXT. STREETSCAPE

APPLICATION #: 10

APPLICATION DATE: 5/27/2025

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES PRUDENTIAL DR EXT									
34	Weed Barrier Fabric	1,030.50	-			-	0%	1,030.50	\$ -
	IRRIGATION								
35	Irrigation System	14,235.59	14,120.00	115.59		14,235.59	100%	-	\$ 711.78
	ALLOWANCES		-			-			
36	Permits allowance	2,000.00	2,000.00			2,000.00	100%	-	\$ 100.00
37	Testing Allowance	2,000.00	2,000.00			2,000.00	100%	-	\$ 100.00
38	Temp Utility Services & Fees Allowance	500.00	300.00	200.00		500.00	100%	-	\$ 25.00
39	Street Cleaning Allowance	3,000.00	2,800.00	200.00		3,000.00	100%	-	\$ 150.00
40	Bike Lane Striping Allowance	2,500.00	2,000.00			2,000.00	80%	500.00	\$ 100.00
						-		-	\$ -
		201,512.62	196,718.35	2,240.67	-	198,959.02	98.73%	2,553.60	\$ 9,947.95

CONTINUATION SHEET - BROADCAST PLACE

APPLICATION #: 10

APPLICATION DATE: 05/27/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES BROADCAST PLACE									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	13,103.00	11,000.00	2,103.00		13,103.00	100%	-	\$ 655.15
2	Payment and Performance Bond/Insurance	47,258.00	47,258.00			47,258.00	100%	-	\$ 2,362.90
3	Survey and Layout	26,205.00	26,205.00			26,205.00	100%	-	\$ 1,310.25
4	Maintenance of Traffic	13,103.00	13,000.00	103.00		13,103.00	100%	-	\$ 655.15
5	Travel, Accommodations, Per Diem	91,231.00	87,000.00	4,231.00		91,231.00	100%	-	\$ 4,561.55
6	Mock Ups	10,000.00	10,000.00			10,000.00	100%	-	\$ 500.00
7	As-Builts	6,551.00	-			-	0%	6,551.00	\$ -
8	Project Management, Safety, Toilets, Trailers	85,167.00	80,000.00	3,000.00		83,000.00	97%	2,167.00	\$ 4,150.00
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	3,500.00	3,400.00	100.00		3,500.00	100%	-	\$ 175.00
10	Silt Fence	1,000.00	950.00	50.00		1,000.00	100%	-	\$ 50.00
11	Inlet Protection	960.00	930.00	30.00		960.00	100%	-	\$ 48.00
EARTHWORK									
12	Stockpiling & Replacement of Soil below Cap	1,200.00	1,200.00			1,200.00	100%	-	\$ 60.00
13	Site Grading	6,850.00	6,850.00			6,850.00	100%	-	\$ 342.50
HARDSCAPE - Streetscape CRA Broadcast									
14	H105 ODP Vehicular Concrete Paver 12"x12"x2" Yellow with slab	2,709.00	2,681.91	27.09		2,709.00	100%	-	\$ 135.45
15	H102 Concrete Sidewalk Type 1 - Rock Salt finish	33,495.00	33,160.05	334.95		33,495.00	100%	-	\$ 1,674.75
16	H103 Concrete Sidewalk Type 2 - Broom Finish	61,930.00	61,310.70	619.30		61,930.00	100%	-	\$ 3,096.50
17	H104 Bike Lane two way Cayman Dream Color Hardener	73,382.40	72,648.58	733.82		73,382.40	100%	-	\$ 3,669.12
18	H106 ODP Pedestrian Paver 12"x4"x2.25" Greystone and Carbon Black	256,183.84	253,622.00	2,561.84		256,183.84	100%	-	\$ 12,809.19
19	H107 Bike lane one way Cayman Dream Color Hardener	9,368.80	9,275.11	93.69		9,368.80	100%	-	\$ 468.44
20	H109 Vehicular Concrete Sidewalk with decorative saw cut pattern	3,313.80	3,280.66	33.14		3,313.80	100%	-	\$ 165.69
21	H101 ODP Pedestrian Paver 12"x4"x2.25" Greystone and Carbon Black	35,434.24	35,079.90	354.34		35,434.24	100%	-	\$ 1,771.71
22	1A ODP H Series Vehicular Paver 4"x12"x4" HRT-60 color	269,793.00	267,095.07	2,697.93		269,793.00	100%	-	\$ 13,489.65
23	1B ODP H Series Vehicular Paver banding 4"x12"x4" HRT-60 color	5,362.50	5,308.88	53.62		5,362.50	100%	-	\$ 268.13
24	2 ODP Pavers in truck apron vehicular rated 8"x8"x3" GTX-10 color	121,737.00	120,519.63	1,217.37		121,737.00	100%	-	\$ 6,086.85
SITE FURNISHINGS									
25	SF101 Streetscape Benches, White powdercoated by Landscape Forms	42,300.00	-			-	0%	42,300.00	\$ -
26	SF102 Waste receptacle (Poe Litter) by Landscape Forms	21,000.00	18,000.00			18,000.00	86%	3,000.00	\$ 900.00
27	SF103 Bike rack, Emerson bike rack, Silver color by Landscape Forms	5,600.00	-			-	0%	5,600.00	\$ -
28	SF104 Bollards @ Bike Lane by Tournesol w/ foundations	17,600.00	16,000.00			16,000.00	91%	1,600.00	\$ 800.00
29	Expansion Joint, Cap & Caulk with dowels	15,099.00	14,100.00	999.00		15,099.00	100%	-	\$ 754.95
30	Expansion Joint, Cap & Caulk	845.50	450.00	395.50		845.50	100%	-	\$ 42.28
31	Expansion Joint at subslab only	5,222.00	5,222.00			5,222.00	100%	-	\$ 261.10
ELECTRICAL									
32	Sub General Conditions	14,087.93	13,800.00	287.93		14,087.93	100%	-	\$ 704.40
33	Power Receptacle GFI	6,743.84	6,450.00	293.84		6,743.84	100%	-	\$ 337.19
34	Landscape Uplight	28,595.00	28,000.00	595.00		28,595.00	100%	-	\$ 1,429.75

CONTINUATION SHEET - BROADCAST PLACE

APPLICATION #: 10

APPLICATION DATE: 05/27/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES BROADCAST PLACE									
35	1" Conduit from pull boxes to GFI, uplights, monolithic benches	32,210.10	31,500.00	710.10		32,210.10	100%	-	\$ 1,610.51
36	JEA Transformer Wiring & Conduit Allowance (100' from Load Center)	5,956.00	5,956.00			5,956.00	100%	-	\$ 297.80
37	Electric Load Center	43,159.46	43,159.46			43,159.46	100%	-	\$ 2,157.97
LANDSCAPE									
38	Cathedral Live Oak (Quercus virginiana 'Cathedral')	1,655.04	1,655.04			1,655.04	100%	-	\$ 82.75
39	Sky Climber Live Oak (Quercus virginiana 'Sky Climber')	15,901.92	4,899.00	11,002.92		15,901.92	100%	-	\$ 795.10
40	Cabbage Palm (Sabal palmetto)	8,830.40	-	8,830.40		8,830.40	100%	-	\$ 441.52
41	Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')	4,341.85	3,276.74	1,065.11		4,341.85	100%	-	\$ 217.09
42	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	541.26	-	541.26		541.26	100%	-	\$ 27.06
43	Elaine Agapanthus (Agapanthus X 'Elaine')	7,128.52	-	7,128.52		7,128.52	100%	-	\$ 356.43
44	Dwarf Bottlebrush (Callistemon viminalis 'Little John')	6,896.32	-	6,896.32		6,896.32	100%	-	\$ 344.82
45	Variegated Flax Lily (Dianella tasmanica 'Variegata')	10,661.04	-	10,661.04		10,661.04	100%	-	\$ 533.05
46	Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')	1,889.44	-	1,889.44		1,889.44	100%	-	\$ 94.47
47	Cerise Charm Loropetalum (Loropetalum chinense 'Kurobigin')	352.80	-	352.80		352.80	100%	-	\$ 17.64
48	Firepower Heavenly Bamboo (Nandina domestica 'Firepower')	2,923.44	-	2,923.44		2,923.44	100%	-	\$ 146.17
49	Hamel Fountain Grass (Pennisetum alopecuroides 'Hamel')	1,414.80	-	1,414.80		1,414.80	100%	-	\$ 70.74
50	White Drift Groundcover Rose (Rosa x 'Meisiorland' TM)	8,823.46	2,352.95	6,470.51		8,823.46	100%	-	\$ 441.17
51	Knock Out Shrub Rose (Rosa x 'Radrazz' TM)	2,621.78	-	2,621.78		2,621.78	100%	-	\$ 131.09
52	Asiatic Jasmine (Trachelospermum asiaticum)	2,203.20	-	2,203.20		2,203.20	100%	-	\$ 110.16
53	Society Garlic (Tulbaghia violacea)	897.60	-	897.60		897.60	100%	-	\$ 44.88
54	Walter's Viburnum (Viburnum obovatum 'Grande Select')	11,815.20	6,801.05	5,014.15		11,815.20	100%	-	\$ 590.76
55	Mrs. Schillers Delight Walter's Viburnum	6,122.76	-	6,122.76		6,122.76	100%	-	\$ 306.14
56	Muhly Grass (Muhlenbergia capillaris)	700.11	-	700.11		700.11	100%	-	\$ 35.01
57	Terra Toggle Tree Anchors	4,705.20	2,200.00	2,505.20		4,705.20	100%	-	\$ 235.26
58	Mulch 3"	9,688.54	2,500.00	7,188.54		9,688.54	100%	-	\$ 484.43
59	Landscape Bed Prep (includes 6" of topsoil)	14,645.28	4,000.00	10,645.28		14,645.28	100%	-	\$ 732.26
60	Weed Barrier Fabric	3,793.50	-			-	0%	3,793.50	\$ -
IRRIGATION									
61	Irrigation System	29,784.81	21,000.00	7,200.00		28,200.00	95%	1,584.81	\$ 1,410.00
ALLOWANCES									
62	Permits allowance	10,000.00	10,000.00			10,000.00	100%	-	\$ 500.00
63	Testing Allowance	10,000.00	10,000.00			10,000.00	100%	-	\$ 500.00
64	Temp Utility Services & Fees Allowance	3,000.00	3,000.00			3,000.00	100%	-	\$ 150.00
65	Street Cleaning Allowance	3,000.00	3,000.00			3,000.00	100%	-	\$ 150.00
66	Bike Lane Striping Allowance	7,500.00	6,000.00			6,000.00	80%	1,500.00	\$ 300.00
						-		-	\$ -
						-		-	\$ -
		1,609,094.68	1,415,097.73	125,986.64	-	1,540,986.37	95.77%	68,098.31	\$ 77,048.82

CONTINUATION SHEET - RIVERSEDGE BLVD.

APPLICATION #: 10

APPLICATION DATE: 05/27/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES RIVERSEDGE BLVD									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	14,791.00	13,000.00	500.00		13,500.00	91%	1,291.00	\$ 675.00
2	Payment and Performance Bond/Insurance	44,374.00	44,374.00			44,374.00	100%	-	\$ 2,218.70
3	Survey and Layout	29,583.00	24,500.00	2,500.00		27,000.00	91%	2,583.00	\$ 1,350.00
4	Maintenance of Traffic	14,791.00	8,500.00	3,000.00		11,500.00	78%	3,291.00	\$ 575.00
5	Travel, Accommodations, Per Diem	80,696.00	34,500.00	23,000.00		57,500.00	71%	23,196.00	\$ 2,875.00
6	Mock Ups	2,500.00	2,500.00			2,500.00	100%	-	\$ 125.00
7	As-Builts	7,395.00	-			-	0%	7,395.00	\$ -
8	Project Management, Safety, Toilets, Trailers	88,749.00	42,000.00	20,000.00		62,000.00	70%	26,749.00	\$ 3,100.00
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	6,000.00	3,950.00	500.00		4,450.00	74%	1,550.00	\$ 222.50
10	Silt Fence	1,200.00	900.00	150.00		1,050.00	88%	150.00	\$ 52.50
11	Inlet Protection	1,920.00	1,350.00	200.00		1,550.00	81%	370.00	\$ 77.50
EARTHWORK									
12	Stockpiling & Replacement of Soil below Cap	2,400.00	2,100.00	150.00		2,250.00	94%	150.00	\$ 112.50
13	Site Grading	8,000.00	5,700.00	1,500.00		7,200.00	90%	800.00	\$ 360.00
HARDSCAPE - Streetscape CRA Riversedge									
14	H102 Concrete Sidewalk Type 1 - Rock Salt finish	46,158.75	23,079.37	15,000.00		38,079.37	82%	8,079.38	\$ 1,903.97
15	H103 Concrete Sidewalk Type 2 - Broom Finish	77,033.00	46,219.80	20,000.00		66,219.80	86%	10,813.20	\$ 3,310.99
16	H106 ODP Pedestrian Paver 12"x4"x2.25" Greystone and Carbon Black	178,064.20	124,644.94	10,000.00		134,644.94	76%	43,419.26	\$ 6,732.25
17	H101 ODP Pedestrian Paver 12"x4"x2.25" Greystone and Carbon Black	137,557.72	96,290.40	10,000.00		106,290.40	77%	31,267.32	\$ 5,314.52
18	H-101 CIP Standard Concrete Ped. Sidewalk Natural Gray, broom finish	9,896.04	5,937.62	1,000.00		6,937.62	70%	2,958.42	\$ 346.88
19	H-101 CIP Standard concrete Veh. Sidewalk Natural Gray, broom finish	17,155.22	10,293.13	2,000.00		12,293.13	72%	4,862.09	\$ 614.66
20	H101 3" Wide Concrete Banding Natural Gray, broom finish	2,555.00	1,533.00			1,533.00	60%	1,022.00	\$ 76.65
21	H102 Light grey colored concrete ped paving w/broom finish	18,389.58	11,033.75	2,000.00		13,033.75	71%	5,355.83	\$ 651.69
22	H102 Light grey colored concrete veh. paving w/broom finish	18,991.74	11,395.04	2,000.00		13,395.04	71%	5,596.70	\$ 659.75
23	H103 Pedestrian paver 3/4" Prolite premium by Belden	97,015.52	58,209.31	20,000.00		78,209.31	81%	18,806.21	\$ 3,910.47
24	S101 Bike Rack, Loop bike rack, silver color by Landscape Forms	6,750.00	3,375.00			3,375.00	50%	3,375.00	\$ 168.75
25	Expansion Joint, Cap & Caulk with Galv dowels	4,662.00	2,331.00	1,000.00		3,331.00	71%	1,331.00	\$ 166.55
26	Expansion Joint, Cap & Caulk	2,251.50	1,125.75	200.00		1,325.75	59%	925.75	\$ 66.29
27	Expansion Joint at subslab only	1,498.00	898.80	200.00		1,098.80	73%	399.20	\$ 54.94
28	SF102 Waste receptacle (Poe Utter) by Landscape Forms	24,500.00	-			-	0%	24,500.00	\$ -
29	SF103 Bike rack, Emerson bike rack, Silver color by Landscape Forms	5,600.00	-			-	0%	5,600.00	\$ -
30	SF105 Monolithic bench, Stella (Star) color, polished finish	148,787.00	104,150.00	10,000.00		114,150.00	77%	34,637.00	\$ 5,707.50
31	SF106 Monolithic cube, Stella (Star) color, polished finish	67,200.00	47,040.00	10,000.00		57,040.00	85%	10,160.00	\$ 2,852.00
32	Expansion Joint, Cap & Caulk with Galv dowels	20,181.00	10,090.50	5,000.00		15,090.50	75%	5,090.50	\$ 754.53
33	Expansion Joint, Cap & Caulk	3,743.00	1,871.50	500.00		2,371.50	63%	1,371.50	\$ 118.58
34	Expansion Joint at subslab only	1,806.00	1,033.60	250.00		1,333.60	74%	472.40	\$ 66.68
35	SF207 Directional Signage	37,050.00	-			-	0%	37,050.00	\$ -
ELECTRICAL									
36	Sub General Conditions	20,501.94	17,900.00	2,000.00		19,900.00	97%	601.94	\$ 995.00

CONTINUATION SHEET - RIVERSEDGE BLVD.

APPLICATION #: 10

APPLICATION DATE: 05/27/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES RIVERSEDGE BLVD									
37	Monolithic Bench Electrical	32,586.63	16,293.31	10,000.00		26,293.31	81%	6,293.32	\$ 1,314.67
38	Power Receptacle GFI	9,272.78	6,954.58	1,500.00		8,454.58	91%	818.20	\$ 422.73
39	Landscape Uplight	31,605.00	23,703.75	5,000.00		28,703.75	91%	2,901.25	\$ 1,435.19
40	1" Conduit from pull boxes to GFI, Uplights, Monolithic Benches	49,829.30	34,880.51	12,000.00		46,880.51	94%	2,948.79	\$ 2,344.03
41	JEA Transformer Wiring & Conduit Allowance (100' from Load Center)	5,956.00	4,645.68	1,000.00		5,645.68	95%	310.32	\$ 282.28
42	Electrical Load Center	43,159.45	33,664.37	7,500.00		41,164.37	95%	1,995.09	\$ 2,058.22
LANDSCAPE									
43	Cathedral Live Oak (Quercus virginiana 'Cathedral')	14,895.35	-	7,000.00		7,000.00	47%	7,895.35	\$ 350.00
44	Bosque Elm (Ulmus parvifolia 'Bosque')	11,920.80	-	5,000.00		5,000.00	42%	6,920.80	\$ 250.00
45	Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')	3,473.48	-			-	0%	3,473.48	\$ -
46	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	360.84	-			-	0%	360.84	\$ -
47	Elaine Agapanthus (Agapanthus X 'Elaine')	3,674.38	-			-	0%	3,674.38	\$ -
48	Cast Iron Plant (Aspidistra elatior)	2,153.34	-			-	0%	2,153.34	\$ -
49	Variegated Flax Lily (Dianella tasmanica 'Variegata')	1,985.88	-			-	0%	1,985.88	\$ -
50	Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')	2,193.10	-			-	0%	2,193.10	\$ -
51	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	1,411.02	-			-	0%	1,411.02	\$ -
52	Cerise Charm Loropetalum (Loropetalum chinense 'Kurobigini')	12,594.96	-	2,000.00		2,000.00	16%	10,594.96	\$ 100.00
53	Firepower Heavenly Bamboo (Nandina domestica 'Firepower')	2,361.24	-			-	0%	2,361.24	\$ -
54	White Drift Groundcover Rose (Rosa x 'Meizorland' TM)	693.98	-			-	0%	693.98	\$ -
55	Asiatic Jasmine (Trachelospermum asiaticum)	685.44	-			-	0%	685.44	\$ -
56	Society Garlic (Tulbaghia violacea)	505.92	-			-	0%	505.92	\$ -
57	Mrs. Schillers Delight Walter's Viburnum	5,957.28	-			-	0%	5,957.28	\$ -
58	Muhly Grass (Muhlenbergia capillaris)	648.25	-			-	0%	648.25	\$ -
59	Terra Toggle Tree Anchors	2,744.70	-	1,000.00		1,000.00	36%	1,744.70	\$ 50.00
60	Mulch 3"	6,096.16	-	2,000.00		2,000.00	33%	4,096.16	\$ 100.00
61	Landscape Bed Prep (includes 6" of topsoil)	9,200.24	-	5,000.00		5,000.00	54%	4,200.24	\$ 250.00
62	Weed Barrier Fabric	2,391.75	-			-	0%	2,391.75	\$ -
IRRIGATION									
63	Irrigation System	19,998.54	3,000.00			3,000.00	15%	16,998.54	\$ 150.00
ALLOWANCES									
64	Permits allowance	10,000.00	3,784.68			3,784.68	38%	6,215.32	\$ 189.23
65	Testing Allowance	10,000.00	5,000.00			5,000.00	50%	5,000.00	\$ 250.00
66	Temp Utility Services & Fees Allowance	3,000.00	1,000.00	100.00		1,100.00	37%	1,900.00	\$ 55.00
67	Street Cleaning Allowance	3,000.00	2,750.00			2,750.00	92%	250.00	\$ 137.50
68	Structural Soils (CDD & CRA combined)	93,886.00	93,886.00			93,886.00	100%	-	\$ 4,694.30
69	Silva Cells (CDD & CRA combined)	137,034.60	102,935.00	20,000.00		122,935.00	90%	14,099.60	\$ 6,146.75
		1,785,022.84	1,094,374.38	241,760.00		1,336,134.38	74.85%	448,888.46	\$ 66,806.22

CONTINUATION SHEET - OVERLAND TRAIL

APPLICATION #: 10

APPLICATION DATE: 05/27/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES OVERLAND TRAIL									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	1,491.00	1,476.08	14.92		1,491.00	100%	-	\$ 74.55
2	Payment and Performance Bond	5,075.00	5,075.00			5,075.00	100%	-	\$ 253.75
3	Survey and Layout	2,981.00	2,981.00			2,981.00	100%	-	\$ 149.05
4	Maintenance of Traffic	1,491.00	1,476.08	14.92		1,491.00	100%	-	\$ 74.55
5	Travel, Accommodations, Per Diem	1,460.00	1,445.40	14.60		1,460.00	100%	-	\$ 73.00
6	As-Builts	745.00	-			-	0%	745.00	\$ -
7	Project Management, Safety, Toilets, Trailers	11,925.00	11,750.00	176.00		11,925.00	100%	-	\$ 596.30
SOIL EROSION CONTROL									
8	SWPPP Weekly Inspection and Maintenance	1,500.00	1,350.00	75.00		1,425.00	95%	75.00	\$ 71.25
9	Silt Fence	1,500.00	1,485.00	15.00		1,500.00	100%	-	\$ 75.00
EARTHWORK									
10	Stockpiling & Replacement of Soil below Cap	1,800.00	1,800.00			1,800.00	100%	-	\$ 90.00
11	Site Grading	6,000.00	6,000.00			6,000.00	100%	-	\$ 300.00
LANDSCAPE									
12	Sky Climber Live Oak (Quercus virginiana 'Sky Climber')	18,552.24	18,518.46			18,518.46	100%	33.78	\$ 925.92
13	Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez')	22,577.62	22,351.84	225.78		22,577.62	100%	-	\$ 1,128.88
14	Elaine Agapanthus (Agapanthus X 'Elaine')	4,991.98	4,942.00	49.98		4,991.98	100%	-	\$ 249.60
15	Variegated Flax Lily (Dianella tasmanica 'Variegata')	8,936.46	8,847.10	89.36		8,936.46	100%	-	\$ 446.82
16	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	348.40	344.92	3.48		348.40	100%	-	\$ 17.42
17	Texas Sage (Leucophyllum frutescens)	4,710.32	4,663.22	47.10		4,710.32	100%	-	\$ 235.52
18	White Drift Groundcover Rose (Rosa x 'Meizorland' TM)	7,187.65	7,115.77	71.88		7,187.65	100%	-	\$ 359.38
19	Walter's Viburnum (Viburnum obovatum 'Grande Select')	3,347.64	3,314.16	33.48		3,347.64	100%	-	\$ 167.38
20	Muhly Grass (Muhlenbergia capillaris)	7,493.77	7,418.83	74.94		7,493.77	100%	-	\$ 374.69
21	Terra Toggle Tree Anchors	5,228.00	5,175.72	52.28		5,228.00	100%	-	\$ 261.40
22	Mulch 3"	9,144.24	9,052.79	91.45		9,144.24	100%	-	\$ 457.21
23	Landscape Bed Prep (includes 6" of topsoil) 144	13,518.72	13,383.53	135.19		13,518.72	100%	-	\$ 675.94
24	Weed Barrier Fabric	3,495.60	-			-	0%	3,495.60	\$ -
IRRIGATION									
25	Irrigation System	24,313.35	24,070.22	243.13		24,313.35	100%	-	\$ 1,215.67
ALLOWANCES									
26	Temp Utility Services & Fees Allowance	400.00	400.00			400.00	100%	-	\$ 20.00
27								-	\$ -
28								-	\$ -
29								-	\$ -
30								-	\$ -
		170,214.89	168,437.12	1,428.49	-	169,865.61	97.44%	4,349.28	\$ 2,174.64

CONTINUATION SHEET - RIVERWALK EXTENSION

APPLICATION #: 10

APPLICATION DATE: 05/27/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES RIVERWALK EXTENSION									
	GENERAL CONDITIONS								
1	Mobilization and Demobilization	21,093.00	20,000.00	1,093.00		21,093.00	100%	-	\$ 1,054.65
2	Payment and Performance Bond	64,124.00	64,124.00			64,124.00	100%	-	\$ 3,206.20
3	Survey and Layout	42,185.00	42,185.00			42,185.00	100%	-	\$ 2,109.25
4	Maintenance of Traffic	21,093.00	20,000.00	750.00		20,750.00	98%	343.00	\$ 1,037.50
5	Travel, Accommodations, Per Diem	145,447.00	144,750.00	1,000.00		145,750.00	100%	697.00	\$ 7,287.50
6	Mock Ups	15,000.00	15,000.00			15,000.00	100%	-	\$ 750.00
7	As-Builts	10,546.00	-			-	0%	10,546.00	\$ -
8	Project Management, Safety, Toilets, Trailers	126,556.00	123,000.00	1,000.00		124,000.00	98%	2,556.00	\$ 6,200.00
	SOIL EROSION CONTROL								
9	SWPPP Weekly Inspection and Maintenance	5,000.00	4,600.00	150.00		4,750.00	95%	250.00	\$ 237.50
10	Silt Fence	5,500.00	5,450.00	50.00		5,500.00	100%	-	\$ 275.00
	EARTHWORK								
11	Stockpiling & Replacement of Soil below Cap	4,800.00	4,800.00			4,800.00	100%	-	\$ 240.00
12	Site Grading	9,600.00	9,600.00			9,600.00	100%	-	\$ 480.00
	HARDSCAPE - Riverwalk CRA								
13	RW101 CIP concrete Riverwalk paving - Pantone Blue 7452C	124,166.00	123,182.68			123,182.68	99%	983.32	\$ 6,159.13
14	RW102 CIP concrete Riverwalk paving - Pantone Blue 2717C	295,641.50	289,728.67			289,728.67	98%	5,912.83	\$ 14,486.43
15	RW103 CIP Concrete Riverwalk paving - Pantone Peach 7416C	179,904.00	176,305.92			176,305.92	98%	3,598.08	\$ 8,815.30
16	RW104 CIP Concrete Riverwalk paving - Pantone Tan 7499C	146,640.00	145,107.20			145,107.20	99%	1,532.80	\$ 7,255.36
17	RW105 Riverwalk paver accent band - Pantone Tan 467C	81,540.00	80,724.20			80,724.20	99%	815.80	\$ 4,036.21
18	H-101 CIP standard concrete sidewalk, natural grey color, broom finish	5,007.75	4,957.60	50.15		5,007.75	100%	-	\$ 250.39
19	H101 3' wide standard concrete banding, natural grey color, broom finish	7,609.50	7,532.31	77.19		7,609.50	100%	-	\$ 380.48
20	F-101 Riverwalk railing with SS wire cables	493,050.00	486,000.00	7,050.00		493,050.00	100%	-	\$ 24,652.50
21	RW106 Riverwalk bench, black color by Dumor	41,976.00	41,976.00			41,976.00	100%	-	\$ 2,098.80
22	RW107 Riverwalk waste receptacle, black color, surface mounted by Dumor	7,140.00	7,140.00			7,140.00	100%	-	\$ 357.00
23	S104 Drinking fountain, GY series, pedestal mounted by Murdock	23,971.88	19,500.00			19,500.00	81%	4,471.88	\$ 975.00
24	S105 Pet Station, Black color by Pet Waste Eliminator	3,315.00	3,315.00			3,315.00	100%	-	\$ 165.75
25	S108 55" Outdoor doublesided digital kiosk w/ shade structure and foundation	153,352.00	124,720.74	28,631.26		153,352.00	100%	-	\$ 7,667.60
26	S115: Bollard, #88 bollard, 36" Ht. w/ Pitch Semi-Gloss color by Tournesol	11,000.00	10,000.00	1,000.00		11,000.00	100%	-	\$ 550.00
27	Expansion Joint, Cap & Caulk with galv dowels	23,111.55	23,111.55			23,111.55	100%	-	\$ 1,155.58
28	Expansion Joint, Cap & Caulk	12,541.90	12,450.00	91.90		12,541.90	100%	-	\$ 627.10
29	Expansion Joint	22,949.40	22,700.00	249.40		22,949.40	100%	-	\$ 1,147.47
	CRA Offsite Improvements								
30	RW102 CIP concrete Riverwalk paving - Pantone Blue 2717C	12,470.50	12,360.00	110.50		12,470.50	100%	-	\$ 623.53
31	RW103 CIP Concrete Riverwalk paving - Pantone Peach 7416C	2,448.00	2,425.00	23.00		2,448.00	100%	-	\$ 122.40
32	RW104 CIP Concrete Riverwalk paving - Pantone Tan 7499C	14,452.50	14,275.00	177.50		14,452.50	100%	-	\$ 722.63
33	RW105 Riverwalk paver accent band - Pantone Tan 467C	4,635.00	4,599.00	36.00		4,635.00	100%	-	\$ 231.75
34	H-101 CIP standard concrete sidewalk, natural grey color, broom finish	2,070.75	2,040.00	30.75		2,070.75	100%	-	\$ 103.54
35	S101 Bike rack, Loop bike rack - AE100-02, Silver color by Landscape Forms	4,050.00	-	4,050.00		4,050.00	100%	-	\$ 202.50
36	RW107 Riverwalk waste receptacle, black color, surface mounted by Dumor	2,380.00	-	2,380.00		2,380.00	100%	-	\$ 119.00
37	Expansion Joint, zip strip & Caulk at bulkhead	418.00	413.82	4.18		418.00	100%	-	\$ 20.90
38	Expansion Joint, dowels, (no caulk) at paver sub bands	1,293.60	1,280.66	12.94		1,293.60	100%	-	\$ 64.68
	ELECTRICAL								
39	Sub General Conditions	33,959.92	33,280.72	679.20		33,959.92	100%	-	\$ 1,698.00
40	Power receptacle GFI	3,371.92	3,304.48	67.44		3,371.92	100%	-	\$ 168.60

CONTINUATION SHEET - RIVERWALK EXTENSION

APPLICATION #: 10

APPLICATION DATE: 05/27/26

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

PERIOD TO: 09/31/25									
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE	RETAINAGE
			PREV. APPS	THIS PERIOD			COMPLETE	TO COMPLETE	@ 5%
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES RIVERWALK EXTENSION									
41	1" conduit from pull box to lights, gfi's	15,967.40	15,648.05	319.35		15,967.40	100%	-	\$ 798.37
42	Electrical load center	43,159.46	42,296.27	863.19		43,159.46	100%	-	\$ 2,157.97
43	IEA Transformer Wiring & Conduit Allowance (100' from Load Center)	5,956.00	5,896.44	59.56		5,956.00	100%	-	\$ 297.80
44	Riverwalk Pedestrian Light	213,895.95	211,756.99	2,138.96		213,895.95	100%	-	\$ 10,694.80
	LANDSCAPING								\$ -
45	American Sycamore	18,552.24	7,421.00	1,325.00		8,746.00	47%	9,806.24	\$ 437.30
46	Southern Live Oak (Quercus virginiana)	1,325.16	530.00	-		530.00	40%	795.16	\$ 26.50
47	Cabbage Palm - 15' Clear Trunk (Sabal palmetto)	1,070.82	428.00	642.82		1,070.82	100%	-	\$ 53.54
48	Cabbage Palm - 18' Clear Trunk (Sabal palmetto)	1,070.82	428.00	642.82		1,070.82	100%	-	\$ 53.54
49	Cabbage Palm - 21' Clear Trunk (Sabal palmetto)	1,070.82	428.00	642.82		1,070.82	100%	-	\$ 53.54
50	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	180.42	72.00			72.00	40%	108.42	\$ 3.60
51	Wheeler's Dwarf Pittosporum (Pittosporum tobira 'Wheeler's Dwarf')	2,014.69	805.00			805.00	40%	1,209.69	\$ 40.25
52	Sugar Plum Agapanthus (Agapanthus x 'Sugar Plum')	492.87	197.00			197.00	40%	295.87	\$ 9.85
53	Dwarf Bottlebrush	535.92	214.00			214.00	40%	321.92	\$ 10.70
54	Variegated Flax Lily (Dianella tasmanica 'Variegata')	818.74	327.00			327.00	40%	491.74	\$ 16.35
55	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	540.02	216.00	324.02		540.02	100%	-	\$ 27.00
56	Big Blue Lilyturf (Liriope muscari 'Big Blue')	1,400.21	560.00			560.00	40%	840.21	\$ 28.00
57	Variegated Asiatic Jasmine (Trachelospermum asiaticum 'Variegata')	286.79	115.00			115.00	40%	171.79	\$ 5.75
58	Muhly Grass (Muhlenbergia capillaris)	544.53	217.00	327.53		544.53	100%	-	\$ 27.23
59	Heavy Metal Switch Grass (Panicum virgatum 'Heavy Metal')	1,202.52	481.00			481.00	40%	721.52	\$ 24.05
60	Dwarf Fakahatchee Grass	617.99	247.00			247.00	40%	370.99	\$ 12.35
61	Seashore Paspalum (Paspalum vaginatum)	1,168.16	467.00			467.00	40%	701.16	\$ 23.35
62	Terra Toggle Tree Anchors	1,960.50	784.00	900.00		1,684.00	86%	276.50	\$ 84.20
63	Mulch 3"	4,572.12	1,828.00	-		1,828.00	40%	2,744.12	\$ 91.40
64	Landscape Bed Prep (includes 6" of topsoil)	6,289.96	2,515.00	3,774.96		6,289.96	100%	-	\$ 314.50
65	Weed Barrier Fabric	1,626.30	650.00	976.30		1,626.30	100%	-	\$ 81.32
	IRRIGATION								\$ -
66	Irrigation System	12,909.74	12,780.64	129.10		12,909.74	100%	-	\$ 645.49
	ALLOWANCES								\$ -
67	Permits allowance	15,000.00							\$ -
68	Testing Allowance	15,000.00	14,250.00	500.00		14,750.00	98%	250.00	\$ 737.50
69	Temp Utility Services & Fees Allowance	4,000.00	3,250.00	250.00		3,500.00	88%	500.00	\$ 175.00
70	Street Cleaning Allowance	3,000.00	2,600.00	200.00		2,800.00	93%	200.00	\$ 140.00
						-		-	\$ -
						-		-	\$ -
						-		-	\$ -
		2,502,840.82	2,433,547.94	82,790.84	-	2,496,128.78	97.40%	81,812.04	\$ 124,898.44

CONTINUATION SHEET - NORTHWEST PARK

APPLICATION #: 10

APPLICATION DATE: 05/27/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES NORTHWEST PARK									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	4,192.00	3,250.00	500.00		3,750.00	89%	442.00	\$ 187.50
2	Payment and Performance Bond	14,835.00	14,835.00			14,835.00	100%	-	\$ 741.75
3	Survey and Layout	8,385.00	8,250.00	135.00		8,385.00	100%	-	\$ 419.25
4	Maintenance of Traffic	4,192.00	4,050.00	142.00		4,192.00	100%	-	\$ 209.60
5	Travel, Accommodations, Per Diem	12,858.00	12,000.00	500.00		12,500.00	97%	358.00	\$ 625.00
6	Mock Ups	10,000.00	10,000.00			10,000.00	100%	-	\$ 500.00
7	As-Builts	2,096.00	-			-	0%	2,096.00	\$ -
8	Project Management, Safety, Toilets, Trailers	27,250.00	26,000.00	750.00		26,750.00	98%	500.00	\$ 1,337.50
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	1,500.00	1,400.00	100.00		1,500.00	100%	-	\$ 75.00
10	Silt Fence	400.00	400.00			400.00	100%	-	\$ 20.00
EARTHWORK									
11	Stockpiling & Replacement of Soil below Cap	600.00	600.00			600.00	100%	-	\$ 30.00
12	Import Fill Material/Transfer from On-Site	1,800.00	1,800.00			1,800.00	100%	-	\$ 90.00
13	Site Grading	2,500.00	2,500.00			2,500.00	100%	-	\$ 125.00
HARDSCAPE - Northwest Riverfront Park									
14	H108: Sandblasted concrete, 4" thick.	25,215.00	24,962.85	252.15		25,215.00	100%	-	\$ 1,260.75
15	H110: Synthetic turf (ForeverLawn), 1/2", Classic Putt synthetic turf	32,784.00	32,456.16	327.84		32,784.00	100%	-	\$ 1,639.20
16	H106: 4" - 8" Wide x 10" thick concrete curb (optional)	3,220.00	3,220.00			3,220.00	100%	-	\$ 161.00
17	RW107: Riverwalk Waste Receptacle, black color by Dumar	2,380.00	2,380.00			2,380.00	100%	-	\$ 119.00
18	S120: Curved bench by Wasau	56,000.00	-			-	0%	56,000.00	\$ -
19	S125: Durban concrete park bench, Grey color by Durban Precast	5,416.50	5,362.33	54.17		5,416.50	100%	-	\$ 270.83
20	Expansion Joint, Cap & Caulk with galv dowels	1,501.50	1,486.49	15.01		1,501.50	100%	-	\$ 75.08
ELECTRICAL									
21	Sub General Conditions	14,889.68	14,740.78	148.90		14,889.68	100%	-	\$ 744.48
22	Riverwalk pedestrian light	57,038.92	56,468.53	570.39		57,038.92	100%	-	\$ 2,851.95
23	Power Receptacle GFI	1,264.47	1,251.83	12.64		1,264.47	100%	-	\$ 63.22
24	1" conduit from pull box to lights, gfi's	19,959.25	19,759.66	199.59		19,959.25	100%	-	\$ 997.96
25	Park Pedestrian Light	74,391.15	73,647.24	743.91		74,391.15	100%	-	\$ 3,719.56
LANDSCAPE									
26	Bosque Elm (Ulmus parvifolia 'Bosque')	4,470.30	4,023.27	447.03		4,470.30	100%	-	\$ 223.52
27	Southern Live Oak (Quercus virginiana)	9,276.12	8,348.51	927.61		9,276.12	100%	-	\$ 463.81
28	Cabbage Palm - 15' Clear Trunk (Sabal palmetto)	2,141.64	1,927.48	214.16		2,141.64	100%	-	\$ 107.08
29	Cabbage Palm - 18' Clear Trunk (Sabal palmetto)	5,354.10	4,818.69	535.41		5,354.10	100%	-	\$ 267.71
30	Cabbage Palm - 21' Clear Trunk (Sabal palmetto)	2,141.64	1,927.48	214.16		2,141.64	100%	-	\$ 107.08
31	Natchez Crape Myrtle - Single Trunk (Lagerstroemia indica x fauriei 'Natchez')	5,210.22	4,689.20	521.02		5,210.22	100%	-	\$ 260.51
32	Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee')	7,815.33	7,033.80			7,033.80	90%	781.53	\$ 351.69
33	Inkberry (Ilex glabra)	944.64	-			-	0%	944.64	\$ -
34	Wheeler's Dwarf Pittosporum (Pittosporum tobira 'Wheeler's Dwarf')	330.77	-			-	0%	330.77	\$ -
35	Sugar Plum Agapanthus (Agapanthus x 'Sugar Plum')	2,065.36	-			-	0%	2,065.36	\$ -
36	Hallmark Stalked Bulbine (Bulbine frutescens 'Hallmark')	586.96	-			-	0%	586.96	\$ -

CONTINUATION SHEET - NORTHWEST PARK

APPLICATION #: 10

APPLICATION DATE: 05/27/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H/C	H	I
SCHEDULE OF VALUES NORTHWEST PARK									
37	Variegated Flax Lily (Dianella tasmanica 'Variegata')	2,177.50	-	1,633.00		1,633.00	75%	544.50	\$ 81.65
38	Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')	303.66	-	228.00		228.00	75%	75.66	\$ 11.40
39	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	3,135.60	-	2,351.00		2,351.00	75%	784.60	\$ 117.55
40	Big Blue Lilyturf (Liriope muscari 'Big Blue')	5,651.45	-	4,238.00		4,238.00	75%	1,413.45	\$ 211.90
41	Variegated Asiatic Jasmine (Trachelospermum asiaticum 'Variegata')	1,484.56	-	1,116.00		1,116.00	75%	368.56	\$ 55.80
42	Muhly Grass (Muhlenbergia capillaris)	285.23	-	214.00		214.00	75%	71.23	\$ 10.70
43	Heavy Metal Switch Grass (Panicum virgatum 'Heavy Metal')	901.89	-	676.00		676.00	75%	225.89	\$ 33.80
44	Dwarf Fakahatchee Grass	1,022.88	-	767.00		767.00	75%	255.88	\$ 38.35
45	Terra Toggle Tree Anchors	3,267.50	3,234.83			3,234.83	99%	32.67	\$ 161.74
46	Mulch 3"	6,858.19	-	5,143.00		5,143.00	75%	1,715.19	\$ 257.15
47	Landscape Bed Prep (includes 6" of topsoil)	9,857.40	9,758.83			9,758.83	99%	98.57	\$ 487.94
48	Weed Barrier Fabric	2,553.30	-	1,914.00		1,914.00	75%	639.30	\$ 95.70
IRRIGATION									
49	Irrigation System	18,510.06	14,437.85	2,221.00		16,658.85	90%	1,851.21	\$ 832.94
ALLOWANCES									
50	Permits allowance	3,000.00	-			-	0%	3,000.00	\$ -
51	Testing Allowance	3,000.00	3,000.00			3,000.00	100%	-	\$ 150.00
52	Temp Utility Services & Fees Allowance	1,000.00	500.00	250.00		750.00	75%	250.00	\$ 37.50
53	Street Cleaning Allowance	3,000.00	2,550.00	200.00		2,750.00	92%	250.00	\$ 137.50
54	Interactive swing Installation and Foundation Only	10,333.33	10,333.33			10,333.33	100%	-	\$ 516.67
55	The Heart of the Park sculpture Installation and Foundation Only	1,814.81	1,000.00			1,000.00	55%	814.81	\$ 50.00
						-	#DIV/0!	-	\$ -
		503,162.91	388,404.14	28,261.89	-	426,666.13	84.80%	76,496.78	\$ 21,333.31

CONTINUATION SHEET - CENTRAL PARK

APPLICATION #: 10

APPLICATION DATE: 05/27/25

TO:

PERIOD FROM: 05/01/25

Kimley-Horn and Associates, Inc.

PERIOD TO: 05/31/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H/C	H	I
SCHEDULE OF VALUES - CENTRAL PARK									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	12,489.00	9,000.00	1,000.00		10,000.00	80%	2,489.00	\$ 500.00
2	Payment and Performance Bond	118,980.00	118,980.00			118,980.00	100%	-	\$ 5,949.00
3	Survey and Layout	49,955.00	35,500.00	10,000.00		45,500.00	91%	4,455.00	\$ 2,275.00
4	Maintenance of Traffic	24,978.00	7,000.00	3,000.00		10,000.00	40%	14,978.00	\$ 500.00
5	Travel, Accommodations, Per Diem	194,166.00	42,500.00	40,000.00		82,500.00	42%	111,666.00	\$ 4,125.00
6	Mock Ups	10,000.00	10,000.00			10,000.00	100%	-	\$ 500.00
7	As-Builts	12,489.00	-			-	0%	12,489.00	\$ -
8	Project Management, Safety, Toilets, Trailers	149,866.00	43,000.00	30,000.00		73,000.00	49%	76,866.00	\$ 3,650.00
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	7,000.00	4,000.00	1,000.00		5,000.00	71%	2,000.00	\$ 250.00
10	Silt Fence	1,500.00	1,050.00	150.00		1,200.00	80%	300.00	\$ 60.00
EARTHWORK									
11	Stockpiling & Replacement of Soil below Cap	4,080.00	2,500.00	500.00		3,000.00	74%	1,080.00	\$ 150.00
12	Import Fill Material/Transfer from On-Site	12,000.00	2,000.00	5,000.00		7,000.00	58%	5,000.00	\$ 350.00
13	Site Grading	6,000.00	3,000.00	1,000.00		4,000.00	67%	2,000.00	\$ 200.00
HARDSCAPE - Central Riverfront Park									
14	H-101 CIP Standard concrete Ped. Sidewalk, natural gray color, broom finish.	102,408.90	10,240.89	40,000.00		50,240.89	49%	52,168.01	\$ 2,512.04
15	H-101 CIP Standard concrete Veh. Sidewalk, natural gray color, broom finish	9,925.62	992.56	3,000.00		3,992.56	40%	5,933.06	\$ 199.63
16	H101 3' Wide standard concrete banding, natural gray color, broom finish	55,428.00	-	25,000.00		25,000.00	45%	30,428.00	\$ 1,250.00
17	H102 Cool Grey Integral colored concrete paving, 4" thick and broom finish	67,058.42	10,058.76	20,000.00		30,058.76	45%	36,999.66	\$ 1,502.94
18	H102 Light Grey colored concrete Veh. paving, cool grey color, broom finish	16,828.32	-	8,000.00		8,000.00	48%	8,828.32	\$ 400.00
19	H106 4" - 8" Wide x 10" thick concrete curb w/ #5 rebar #3 vert	57,388.50	16,068.78	20,000.00		36,068.78	63%	21,319.72	\$ 1,803.44
20	H103 QDP Pedestrian paver w/ 3/4" Prolite premium large format mortar	203,282.52	107,083.23	30,000.00		137,083.23	67%	66,199.29	\$ 6,854.16
21	H-105 Asphalt track- color blue, Master Sport Surface color pave ready mix	211,527.00	6,000.00	25,000.00		31,000.00	15%	180,527.00	\$ 1,550.00
22	RW101 CIP concrete Riverwalk paving Scofield color Hardener Pantone Blue 7452C	11,809.00	8,856.75	1,000.00		9,856.75	83%	1,952.25	\$ 492.84
23	RW106 Riverwalk bench, #95 steel 10' L w/ Black color by Dumor.	10,494.00	10,247.00			10,247.00	98%	247.00	\$ 512.35
24	RW107 Riverwalk Waste Receptacle, #84-32 DM, Black color, surface mounted by Dumor	7,140.00	3,570.00			3,570.00	50%	3,570.00	\$ 178.50
25	H102 Waste receptacle, #HM4030C, Charcoal color, 45 gal. capacity by Belson	13,800.00	-			-	0%	13,800.00	\$ -
26	S105 Pet station, Superior Pet Waste Eliminator Station, Black color by Pet Waste Eliminator	1,105.00	552.50			552.50	50%	552.50	\$ 27.63
27	S111 Custom precast Circular benches w/ Diamond facets, color to match light grey concrete	459,360.00	5,000.00	25,000.00		30,000.00	7%	429,360.00	\$ 1,500.00
28	S112 Custom precast concrete seat, Light Grey, DC Kerkoff	309,685.00	2,500.00	20,000.00		22,500.00	7%	287,185.00	\$ 1,125.00
29	S113 Custom Precast Teardrop concrete bench w/ back by DC Kerkoff	441,126.00	2,500.00	10,000.00		12,500.00	3%	428,626.00	\$ 625.00
30	S115 Round campus bench B5726 26" Dia. x 17" Ht SB6 color	3,400.00	2,800.00			2,800.00	82%	600.00	\$ 140.00
31	Expansion Joint, Cap & Caulk	47,261.55	7,089.23	7,089.00		14,178.23	30%	33,083.32	\$ 708.91
32	Turf Mounds shaping fill dirt from site stock pile	53,142.04	-	10,000.00		10,000.00	19%	43,142.04	\$ 500.00
33	Event Lawn Drainage - 6" HDPE Perforated drain pipe. Structure and removal of cont. soils	40,683.00	-			-	0%	40,683.00	\$ -
ELECTRICAL									
34	Sub General Conditions	89,910.76	-	5,000.00		5,000.00	6%	84,910.76	\$ 250.00
35	Power Receptacle GFI	9,694.27	4,847.14			4,847.14	50%	4,847.13	\$ 242.36
36	1" conduit from pull box to lights, gfi's	101,861.00	71,302.70			71,302.70	70%	30,558.30	\$ 3,565.14
37	Central Park Pedestrian Light	325,482.57	227,837.00			227,837.00	70%	97,645.57	\$ 11,391.85
38	Landscape Lights	45,150.00	31,605.00			31,605.00	70%	13,545.00	\$ 1,580.25
39	Park pedestrian lights	89,269.38	53,561.63			53,561.63	60%	35,707.75	\$ 2,678.08
40	Central Park inground lights	99,206.52	59,523.91			59,523.91	60%	39,682.61	\$ 2,976.20

CONTINUATION SHEET - CENTRAL PARK

APPLICATION #: 10

APPLICATION DATE: 05/27/25

TO:

PERIOD FROM: 05/01/25

Kimley-Horn and Associates, Inc.

PERIOD TO: 06/30/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES - CENTRAL PARK									
41	Central Park sculpture light	107,473.73	64,484.24			64,484.24	60%	42,989.49	\$ 3,224.21
42	Landscape controller/soil sensor conduit/wiring (internal wiring by Landscape)	2,382.40	-			-	0%	2,382.40	\$ -
43	Electrical load center	43,159.46	42,296.27			42,296.27	98%	863.19	\$ 2,114.81
LANDSCAPE									
44	Bosque Elm (Ulmus parvifolia 'Bosque')	29,802.00	-			-	0%	29,802.00	\$ -
45	Live Oak - B" Caliper (Quercus virginiana)	28,244.08	-			-	0%	28,244.08	\$ -
46	Natchez Crape Myrtle - Single Trunk (Lagerstroemia indica x fauriei 'Natchez')	19,104.14	-			-	0%	19,104.14	\$ -
47	Crinum Lily (Crinum asiaticum)	924.12	-			-	0%	924.12	\$ -
48	Dwarf Yaupon Holly (Ilex vomitoria)	2,276.59	-			-	0%	2,276.59	\$ -
49	Wheeler's Dwarf Pittosporum (Pittosporum tobira 'Wheeler's Dwarf')	721.68	-			-	0%	721.68	\$ -
50	Getty White Agapanthus (Agapanthus x 'Getty White')	6,334.02	-			-	0%	6,334.02	\$ -
51	Variegated Flax Lily (Dianella tasmanica 'Variegata')	1,463.28	-			-	0%	1,463.28	\$ -
52	Big Blue Lilyturf (Liriope muscari 'Big Blue')	657.93	-			-	0%	657.93	\$ -
53	Mondo grass (Ophiopogon japonicus)	5,225.88	-			-	0%	5,225.88	\$ -
54	Asiatic Jasmine (Trachelospermum asiaticum)	4,183.76	-			-	0%	4,183.76	\$ -
55	Dwarf Fakahatchee Grass	3,004.71	-			-	0%	3,004.71	\$ -
56	Seashore Paspalum (Paspalum vaginatum)	56,155.12	-			-	0%	56,155.12	\$ -
57	Terra Toggle Tree Anchors	6,012.20	-			-	0%	6,012.20	\$ -
58	Mulch 3"	9,579.68	-			-	0%	9,579.68	\$ -
59	Landscape Bed Prep (includes 6" of topsoil)	13,894.24	-			-	0%	13,894.24	\$ -
60	Weed Barrier Fabric	3,588.75	-			-	0%	3,588.75	\$ -
IRRIGATION									
61	Irrigation System	39,346.99	7,500.00	5,000.00		12,500.00	32%	26,846.99	\$ 625.00
ALLOWANCES									
62	Permits allowance	20,000.00	3,112.00			3,112.00	16%	16,888.00	\$ 155.60
63	Testing Allowance	20,000.00	1,500.00	2,500.00		4,000.00	20%	16,000.00	\$ 200.00
64	Temp Utility Services & Fees Allowance	8,000.00	2,750.00	1,000.00		3,750.00	47%	4,250.00	\$ 187.50
65	Street Cleaning Allowance	3,000.00	1,100.00	500.00		1,600.00	53%	1,400.00	\$ 80.00
66	Digital Clock Allowance	50,000.00	9,450.23			9,450.23	19%	40,549.77	\$ 472.51
67	DMX Controllers, wiring & conduit Allowance	57,268.00	-			-	0%	57,268.00	\$ -
68	JEA Transformer Wiring & Conduit Allowance	5,956.00	-			-	0%	5,956.00	\$ -
		4,034,689.13	1,082,988.82	349,738.00	-	1,402,898.82	34.77%	2,831,890.31	\$ 70,134.94

CONTINUATION SHEET - NORTHEAST PARK

APPLICATION #: 10

APPLICATION DATE: 06/27/25

TO:

PERIOD FROM: 06/01/25

Kimley-Horn and Associates, Inc.

PERIOD TO: 06/30/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H (%)	I	J
Schedule of Values - NORTHEAST PARK									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	14,047.00	13,344.55	500.00		13,844.55	99%	202.35	\$ 692.23
2	Payment and Performance Bond	49,428.00	49,428.00			49,428.00	100%	-	\$ 2,471.40
3	Survey and Layout	29,616.00	29,616.00			29,616.00	100%	-	\$ 1,480.80
4	Maintenance of Traffic	14,050.00	13,500.00	550.00		14,050.00	100%	-	\$ 702.50
5	Travel, Accommodations, Per Diem	63,524.00	62,500.00	500.00		63,000.00	99%	\$24.00	\$ 3,150.00
6	Mock Ups	7,500.00	7,500.00			7,500.00	100%	-	\$ 375.00
7	As-Builts	7,024.00	-			-	0%	7,024.00	\$ -
8	Project Management, Safety, Toilets, Trailers	87,094.00	82,500.00	3,000.00		85,500.00	98%	1,594.00	\$ 4,275.00
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	3,500.00	3,350.00	100.00		3,450.00	99%	50.00	\$ 172.50
10	Silt Fence	1,000.00	950.00	50.00		1,000.00	100%	-	\$ 50.00
EARTHWORK									
11	Stockpiling & Replacement of Soil below Cap	1,740.00	1,740.00			1,740.00	100%	-	\$ 87.00
12	Import Fill Material/Transfer from On-Site	2,100.00	2,100.00			2,100.00	100%	-	\$ 105.00
13	Site Grading	4,000.00	4,000.00			4,000.00	100%	-	\$ 200.00
HARDSCAPE - Northeast Riverfront Park									
14	H-101 CIP Standard concrete Ped. Sidewalk, natural gray color, broom finish	41,307.75	41,000.00	307.75		41,307.75	100%	-	\$ 2,065.39
15	RW102 CIP concrete Riverwalk paving, Scofield color, Pantone Blue 2717C, Salt Texture	26,582.50	26,316.67	265.83		26,582.50	100%	-	\$ 1,329.13
16	RW103 CIP concrete Riverwalk paving, Scofield color, Pantone Peach 7416C, Salt Texture	16,584.00	16,418.16	165.84		16,584.00	100%	-	\$ 829.20
17	RW104 CIP concrete Riverwalk paving, Scofield color, Pantone Tan 7499C, Salt Texture	10,340.00	10,236.60	103.40		10,340.00	100%	-	\$ 517.00
18	H104 Synthetic turf, SYN tipped 343 grass fiber	89,040.00	88,149.60	890.40		89,040.00	100%	-	\$ 4,452.00
19	H106 4" x 8" Wide x 10" thick concrete curb (sports surfacing & asphalt, limestone by others)	11,260.00	11,260.00			11,260.00	100%	-	\$ 563.00
20	RW105 Riverwalk bench, #95 steel 10' L w/ Black color by Dumor	3,498.00	3,498.00			3,498.00	100%	-	\$ 174.90
21	S101 Bike rack, Loop bike rack, Silver color by Landscape Forms	17,316.00	17,316.00			17,316.00	100%	-	\$ 865.80
22	S102 Waste receptacle, charcoal color, 45 gal capacity by Belson	8,280.00	8,280.00			8,280.00	100%	-	\$ 414.00
23	S104 Drinking fountain, pedestal mounted bottle filler w/BI-Level drinking fountain by Murdock	35,957.82	28,766.26	2,000.00		30,766.26	86%	5,191.56	\$ 1,538.31
24	S117 Bike repair and pump station by Madrax	3,500.00	3,500.00			3,500.00	100%	-	\$ 175.00
25	S118 Yolo Memo Play Equipment	177,200.00	165,000.00	12,200.00		177,200.00	100%	-	\$ 8,860.00
26	S119 Curved bench, 17" inside radius, 24" wide, inside edge beveled by Wausau	10,500.00	10,290.00			10,290.00	98%	210.00	\$ 514.50
27	S123 Get fit park picnic table, Gray wood and Green by Magin	125,312.00	122,805.76	2,506.24		125,312.00	100%	-	\$ 6,265.60
28	S124 Kayak stand, Concrete mount Commercial Storage Rack, black color by Dock Doctors	3,448.00	3,448.00			3,448.00	100%	-	\$ 172.40
29	F102 Black Playground Fence & 2 gates	57,855.00	47,205.00	9,500.00		56,705.00	98%	1,150.00	\$ 2,835.25
30	Expansion Joint, Cap & Caulk	6,762.00	6,626.76	135.24		6,762.00	100%	-	\$ 338.10
ELECTRICAL									
31	Sub General Conditions	41,061.16	40,650.55	410.61		41,061.16	100%	-	\$ 2,053.06
32	Riverwalk Pedestrian light	114,077.84	112,937.06	1,140.78		114,077.84	100%	-	\$ 5,703.89
33	Park pedestrian light	178,538.76	176,753.37	1,785.39		178,538.76	100%	-	\$ 8,926.94
34	Power receptacle	2,528.94	2,503.65	25.29		2,528.94	100%	-	\$ 126.45
35	Landscape light	9,030.00	8,939.70	90.30		9,030.00	100%	-	\$ 451.50
36	1" Conduit from pull box to lights, gfi's	39,918.50	39,519.32	399.18		39,918.50	100%	-	\$ 1,995.93
37	Electrical load center	43,159.46	42,727.00	432.46		43,159.46	100%	-	\$ 2,157.97
LANDSCAPE									
38	Bosque Elm (Ulmus parvifolia 'Bosque')	5,960.40	5,900.80	59.60		5,960.40	100%	-	\$ 298.02
39	Southern Live Oak (Quercus virginiana)	23,852.88	23,614.00	238.88		23,852.88	100%	-	\$ 1,192.64
40	Cabbage Palm - 15' Clear Trunk (Sabal palmetto)	19,274.76	16,383.00	2,891.76		19,274.76	100%	-	\$ 963.74
41	Cabbage Palm - 18' Clear Trunk (Sabal palmetto)	18,203.94	18,021.00	182.94		18,203.94	100%	-	\$ 910.20

42	Cabbage Palm - 21' Clear Trunk (Sabal palmetto)	14,991.48	14,841.00	150.48		14,991.48	100%	-	\$	749.57
CONTINUATION SHEET - NORTHEAST PARK										
43	Natchez Crape Myrtle - Multi-Trunk (Lagerstroemia indica x fauriei 'Natchez')	9,552.07	9,456.00	96.07		9,552.07	100%	-	\$	477.60
44	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma')	120.28	119.00	1.28		120.28	100%	-	\$	6.01
45	Inkberry (Ilex glabra)	2,538.72	2,513.00	25.72		2,538.72	100%	-	\$	126.94
46	Dwarf Yaupon Holly (Ilex vomitoria)	868.39	859.00	9.39		868.39	100%	-	\$	43.42
47	Florida Sunshine Anise (Illicium paryiflorum 'Florida Sunshine')	3,342.58	3,309.00	33.58		3,342.58	100%	-	\$	167.13
48	Wheeler's Dwarf Pittosporum (Pittosporum tobira 'Wheeler's Dwarf')	3,127.28	3,096.00	31.28		3,127.28	100%	-	\$	156.36
49	Firecracker Plant (Russelia equisetiformis)	984.28	974.00	10.28		984.28	100%	-	\$	49.21
50	Sugar Plum Agapanthus (Agapanthus x 'Sugar Plum')	5,679.74	5,622.00	57.74		5,679.74	100%	-	\$	283.99
51	Hallmark Stalked Bulbine (Bulbine frutescens 'Hallmark')	1,020.80	1,010.00	10.80		1,020.80	100%	-	\$	51.04
52	Variegated Flax Lily (Dianella tasmanica 'Variegata')	1,846.52	1,828.00	18.52		1,846.52	100%	-	\$	92.33
53	Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze')	1,619.52	1,603.00	16.52		1,619.52	100%	-	\$	80.98
54	Dune Sunflower (Helianthus debilis)	2,977.92	2,948.00	29.92		2,977.92	100%	-	\$	148.90
55	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific')	5,591.82	5,535.00	56.82		5,591.82	100%	-	\$	279.59
56	Big Blue Lilyturf (Liriodendron muscari 'Big Blue')	8,080.73	8,000.00	80.73		8,080.73	100%	-	\$	404.04
57	Variegated Asiatic Jasmine (Trachelospermum asiaticum 'Variegata')	1,197.77	1,185.00	12.77		1,197.77	100%	-	\$	59.89
58	Heavy Metal Switch Grass (Panicum virgatum 'Heavy Metal')	1,858.44	1,839.00	19.44		1,858.44	100%	-	\$	92.92
59	Dwarf Fakahatchee Grass	2,280.17	2,257.00	23.17		2,280.17	100%	-	\$	114.01
60	Seashore Paspalum (Paspalum vaginatum)	4,541.52	4,496.00	45.52		4,541.52	100%	-	\$	227.08
61	Terra Toggle Tree Anchors	4,313.10	4,269.00	44.10		4,313.10	100%	-	\$	215.66
62	Mulch 3"	14,913.82	14,764.00	149.82		14,913.82	100%	-	\$	745.69
63	Landscape Bed Prep (includes 6" of topsoil)	21,216.88	2,500.00	18,716.88		21,216.88	100%	-	\$	1,060.84
64	Weed Barrier Fabric	5,503.95	5,449.00			5,449.00	99%	\$4.95	\$	272.45
IRRIGATION										
65	Irrigation System	37,674.27	37,297.07	377.20		37,674.27	100%	-	\$	1,883.71
ALLOWANCES										
66	Permits allowance	10,000.00	500.00			500.00	5%	9,500.00	\$	25.00
67	Testing Allowance	10,000.00	9,750.00	100.00		9,850.00	99%	150.00	\$	492.50
68	Temp Utility Services & Fees Allowance	3,000.00	2,300.00	250.00		2,550.00	85%	450.00	\$	127.50
69	Street Cleaning Allowance	3,000.00	2,650.00	150.00		2,800.00	93%	200.00	\$	140.00
70	Interactive swing Installation and Foundation Only	5,166.66	5,166.66			5,166.66	100%	-	\$	258.33
71	Gnomist mister, #7247 by Vortex & Foundations	62,085.28	50,000.00	12,085.28		62,085.28	100%	-	\$	3,104.26
72	Playground provisions, dumpster, structural, etc.	20,000.00	20,000.00			20,000.00	100%	-	\$	1,000.00
73	IEA Transformer Wiring & Conduit	5,956.00	5,896.44	59.56		5,956.00	100%	-	\$	297.80
74						-		-	\$	-
		1,700,622.70	1,600,427.06	73,094.78	-	1,673,721.94	95.48%	26,894.86	\$	83,686.06

CONTINUATION SHEET - Marshfront Park

APPLICATION #: 19

APPLICATION DATE: 05/27/25

TO:

PERIOD FROM: 06/01/25

Kumley-Horn and Associates, Inc.

PERIOD TO: 05/31/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES - MARSHFRONT PARK									
GENERAL CONDITIONS									
1	Mobilization and Demobilization	4,140.00	4,057.20	82.80		4,140.00	100%	-	\$ 207.00
2	Payment and Performance Bond	14,664.00	14,664.00			14,664.00	100%	-	\$ 733.20
3	Survey and Layout	8,281.00	8,281.00			8,281.00	100%	-	\$ 414.05
4	Maintenance of Traffic	4,140.00	4,057.20	82.80		4,140.00	100%	-	\$ 207.00
5	Travel, Accommodations, Per Diem	22,590.00	22,138.20	451.80		22,590.00	100%	-	\$ 1,129.50
6	Mock Ups	2,500.00	2,500.00			2,500.00	100%	-	\$ 125.00
7	As-Builts	2,070.00	-			-	0%	2,070.00	\$ -
8	Project Management, Safety, Toilets, Trailers	24,842.00	24,345.16	496.84		24,842.00	100%	-	\$ 1,242.10
SOIL EROSION CONTROL									
9	SWPPP Weekly Inspection and Maintenance	2,000.00	2,000.00			2,000.00	100%	-	\$ 100.00
10	Silt Fence	550.00	550.00			550.00	100%	-	\$ 27.50
EARTHWORK									
11	Stockpiling & Replacement of Soil below Cap	480.00	480.00			480.00	100%	-	\$ 24.00
12	Import Fill Material/Transfer from On-Site	900.00	900.00			900.00	100%	-	\$ 45.00
13	Site Grading	3,500.00	3,500.00			3,500.00	100%	-	\$ 175.00
HARDSCAPE - Marshfront Park									
14	H-101 CIP Standard concrete Sidewalk, natural gray color, broom finish	17,836.50	17,836.50			17,836.50	100%	-	\$ 891.83
15	H104 Synthetic turf, SYN tipped 343 grass fiber by SynLawn or Forever Lawn	77,579.00	77,579.00			77,579.00	100%	-	\$ 3,878.95
16	H106 Deep concrete curb (sports surfacing & asphalt, limestone by others)	3,451.50	3,451.50			3,451.50	100%	-	\$ 172.58
17	H108 Sandblasted concrete 4" thick	15,405.00	15,405.00			15,405.00	100%	-	\$ 770.25
18	S102 Waste receptacle, #HM4030C, Charcoal color, 45 gal. capacity by Belson	5,520.00	5,520.00			5,520.00	100%	-	\$ 276.00
19	S104 Drinking fountain, pedestal mounted bottle filler w/ BI-Level drinking fountain by Murdock	11,985.94	8,989.00	2,000.00		10,989.00	92%	996.94	\$ 549.45
20	S125 Durban concrete park bench Grey Color, smooth finish by Durban Precast	16,249.50	16,249.50			16,249.50	100%	-	\$ 812.48
21	S126 Healing garden park picnic table, Silver Gray color, by Columbia Cascade	15,000.00	12,000.00	1,000.00		13,000.00	87%	2,000.00	\$ 650.00
22	S127 Lungo Mare bench, Module A by Escofet by Landscape Forms	40,000.00	-	40,000.00		40,000.00	100%	-	\$ 2,000.00
23	S129 3' Dia Precast concrete Sphere Bollard, White color, acid wash finish by Belson Outdoors	18,315.00	18,315.00			18,315.00	100%	-	\$ 915.75
24	S129 2' Dia Precast concrete Sphere Bollard, White color, acid wash finish by Belson Outdoors	28,490.00	28,490.00			28,490.00	100%	-	\$ 1,424.50
25	Expansion Joint, Cap & Caulk	4,011.00	4,011.00			4,011.00	100%	-	\$ 200.55
ELECTRICAL									
26	Sub General Conditions	4,429.82	4,341.00	88.82		4,429.82	100%	-	\$ 221.49
27	Electrical load center	43,469.96	42,600.00	869.96		43,469.96	100%	-	\$ 2,173.50
28	IEA Transformer Wiring & Conduit Allowance (100' from Load Center)	5,999.00	5,879.02	119.98		5,999.00	100%	-	\$ 299.95
29	Power receptacle GFI	1,273.56	1,248.00	25.56		1,273.56	100%	-	\$ 63.68
30	Landscape Controller/Soil Sensor conduit/Wiring	2,400.00	2,352.00	48.00		2,400.00	100%	-	\$ 120.00
31	1" conduit from pull box to gfi's	2,773.00	2,717.54	55.46		2,773.00	100%	-	\$ 138.65
LANDSCAPE									
32	Southern Live Oak (Quercus virginiana)	6,625.80	6,493.35	132.45		6,625.80	100%	-	\$ 331.29
33	Dahoon Holly (Ilex cassine)	6,406.44	6,277.87	128.57		6,406.44	100%	-	\$ 320.32
34	Redbay (Persea borbonia)	6,261.48	6,136.00	125.48		6,261.48	100%	-	\$ 313.07
35	American Beautyberry (Callicarpa americana)	653.12	640.00	13.12		653.12	100%	-	\$ 32.66
36	Inkberry (Ilex glabra)	1,210.32	1,186.00	24.32		1,210.32	100%	-	\$ 60.52
37	Dwarf Yaupon Holly (Ilex vomitoria)	1,807.19	1,771.00	36.19		1,807.19	100%	-	\$ 90.36
38	Firecracker Plant (Russelia equisetiformis)	290.81	285.00	5.81		290.81	100%	-	\$ 14.54
39	Saw Palmetto	859.60	842.00	17.60		859.60	100%	-	\$ 42.98
40	Silver Saw Palmetto	161.94	158.70	3.24		161.94	100%	-	\$ 8.10
	Blue Flag (Iris versicolor)	2,803.02	2,746.96	56.06		2,803.02	100%	-	\$ 140.15

41	Blue Pacific Juniper (<i>Juniperus conferta</i> 'Blue Pacific')	452.92	443.86	9.06		452.92	100%	-	\$	22.65
CONTINUATION SHEET - Marshfront Park										
42	Royal Fern (<i>Osmunda regalis</i>)	219.12	214.74	4.38		219.12	100%	-	\$	10.96
43	Society Garlic (<i>Tulbaghia violacea</i>)	2,252.16	2,207.00	45.16		2,252.16	100%	-	\$	112.61
44	Butterfly Milkweed (<i>Asclepias tuberosa</i>)	1,043.90	1,023.00	20.90		1,043.90	100%	-	\$	52.20
45	Chili Pepper (<i>Capsicum annuum</i>)	2,695.35	2,641.44	53.91		2,695.35	100%	-	\$	134.77
46	Coneflower (<i>Echinacea purpurea</i>)	1,914.00	1,875.72	38.28		1,914.00	100%	-	\$	95.70
47	Blue Rug Juniper (<i>Juniperus horizontalis</i> 'Wiltonii')	1,458.60	1,429.43	29.17		1,458.60	100%	-	\$	72.93
48	English Lavender (<i>Lavandula angustifolia</i>)	2,150.04	2,107.00	43.04		2,150.04	100%	-	\$	107.50
49	German Chamomile (<i>Matricaria chamomilla</i>)	5,570.39	5,458.98	111.41		5,570.39	100%	-	\$	278.52
50	Peppermint (<i>Mentha x piperita</i>)	291.72	286.00	5.72		291.72	100%	-	\$	14.59
51	Terra Toggie Tree Anchors	2,221.90	2,221.90			2,221.90	100%	-	\$	111.10
52	Root Barrier	23,862.60	23,385.00	477.60		23,862.60	100%	-	\$	1,193.13
53	Mulch 3"	5,878.44	5,761.00	117.44		5,878.44	100%	-	\$	293.92
54	Landscape Bed Prep (includes 6" of topsoil)	9,200.24	9,000.00	200.24		9,200.24	100%	-	\$	460.01
55	Weed Barrier Fabric	2,375.10	-			-	0%	2,375.10	\$	-
56	Metal edger	1,299.40	1,299.40			1,299.40	100%	-	\$	64.97
57	Botanical Signs	2,893.06	2,893.00	0.06		2,893.06	100%	-	\$	144.65
IRRIGATION										
58	Irrigation System	16,276.27	15,462.63	813.64		16,276.27	100%	-	\$	813.81
ALLOWANCES										
59	Permits allowance	3,000.00	3,000.00			3,000.00	100%	-	\$	150.00
60	Testing Allowance	3,000.00	3,000.00			3,000.00	100%	-	\$	150.00
61	Temp Utility Services & Fees Allowance	1,000.00	1,000.00			1,000.00	100%	-	\$	50.00
62	Street Cleaning Allowance	3,000.00	3,000.00			3,000.00	100%	-	\$	150.00
63									\$	-
		823,980.71	468,703.80	47,634.87	-	816,638.47	98.83%	7,442.94	\$	25,838.83

AIA CRA #10 May 2025

CONTINUATION SHEET - ALLOWANCES

APPLICATION #: 10

APPLICATION DATE: 05/27/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES ALLOWANCES									
CRA ALLOWANCES									
1	Interactive Artwork Allowance	330,000.00	-			-	0%	330,000.00	\$ -
2	Central Park Sculpture	2,000,000.00	676,500.00			676,500.00	34%	1,323,500.00	\$ 33,825.00
3	Central Park Sculpture Foundation +OH & P	44,000.00	15,000.00	5,000.00		20,000.00	45%	24,000.00	\$ 1,000.00
4	Park Signage (allowance base bid)	100,000.00	-			-	0%	100,000.00	\$ -
5	Streetscape Directional Signage	100,000.00	-	5,104.64		5,104.64	5%	94,895.36	\$ 255.23
6	Park Rule Signs (base bid)	25,000.00	-			-	0%	25,000.00	\$ -
7	Landscape Maintenance up to substantial completion	32,000.00	5,000.00	10,000.00		15,000.00	47%	17,000.00	\$ 750.00
8	Eco-Counter Allowance (base bid)	50,000.00	45,000.00	5,000.00		50,000.00	100%	-	\$ 2,500.00
10						-		-	\$ -
11						-		-	\$ -
12						-		-	\$ -
13						-		-	\$ -
14						-		-	\$ -
		2,681,000.00	741,500.00	25,104.64	-	766,604.64	28.58%	1,914,395.36	\$ 38,330.23

CONTINUATION SHEET

APPLICATION #: 10

APPLICATION DATE: 27-May-25

TO:

PERIOD FROM: 1-May-25

Kimley-Horn and Associates, Inc.

PERIOD TO: 31-May-25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES CONT.: CHANGE ORDERS/DIRECTIVES									
CO#1	CO#1 Fab and Install Pavilion	\$ 2,465,000.00	\$ 324,500.00		\$ -	\$ 324,500.00	13%	\$ 2,140,500.00	\$ 16,225.00
CO #2	CO #2 The Pearl Upgrade/Changes	\$ 826,525.00	\$ -		\$ -	\$ -	0%	\$ 826,525.00	\$ -
CO #3	CO #3 - Time Extension, No Cost	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
CO #4	Trekker Slab, Sealer, Sand Set Pavers, & Bike Ramps	\$ 68,230.58	\$ 68,230.58		\$ -	\$ 68,230.58	100%	\$ -	\$ 3,411.53
CO #5	Security Camera	\$ 18,784.68	\$ 6,261.56	\$ 1,565.39	\$ -	\$ 7,826.95	42%	\$ 10,957.73	\$ 391.35
CO #5	Reduce Permitting Allowance	\$ (18,784.68)	\$ (18,784.68)		\$ -	\$ (18,784.68)	100%	\$ -	\$ (939.23)
CO #6	Landscape Forms ODPO	\$ (201,780.28)	\$ (100,000.00)		\$ -	\$ (100,000.00)	50%	\$ (101,780.28)	\$ (5,000.00)
CO #7	ODPO Metrodick Kiosks & Clocks	\$ (124,720.74)	\$ (124,720.74)		\$ -	\$ (124,720.74)	100%	\$ -	\$ (6,235.04)
CO #8	ODPO Wausau Pavers	\$ (354,013.07)	\$ (354,013.07)		\$ -	\$ (354,013.07)	100%	\$ -	\$ (17,700.65)
CO #8	ODPO Wausau Benches	\$ (166,862.18)	\$ (166,862.18)		\$ -	\$ (166,862.18)	100%	\$ -	\$ (8,343.11)
CO #9	Silva Cell & Structural Soils Cost Over Allowance	\$ 23,754.17	\$ 23,754.17		\$ -	\$ 23,754.17	100%	\$ -	\$ 1,187.71
CO #10	Extend Primary & Install Transformer Pad	\$ 8,118.07	\$ 8,118.07		\$ -	\$ 8,118.07	100%	\$ -	\$ 405.90
CO #11	Time Extension, No Cost	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
CO #12		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
CO #13	Marsh Park Abutment Rip Rap with Cord Grass	\$ 20,532.44	\$ 10,265.00	\$ 10,267.44	\$ -	\$ 20,532.44	100%	\$ -	\$ 1,026.62
CO #14	NE Park, Clearing and Trimming Swing Area	\$ 8,538.09	\$ 8,538.09		\$ -	\$ 8,538.09	100%	\$ -	\$ 426.90
CO #15	NW Park Power	\$ 12,711.35	\$ 12,711.35		\$ -	\$ 12,711.35	100%	\$ -	\$ 635.57
CO #16	Misc Electrical Changes	\$ 69,609.57	\$ 32,910.00	\$ 27,090.97	\$ -	\$ 60,000.97	86%	\$ 9,608.60	\$ 3,000.05
CO #17	Time Extension, No Cost	\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
CO# 18		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
CO# 19	Swing Lights	\$ 86,753.37	\$ -	\$ 69,000.00	\$ -	\$ 69,000.00	80%	\$ 17,753.37	\$ 3,450.00
CHANGE ORDER SUBTOTALS		\$ 2,742,396.37	\$ (289,091.85)	\$ 167,923.80	\$ -	\$ (181,168.05)	-6.6%	\$ 2,603,584.42	\$ (6,068.40)
GRAND TOTALS		\$ 18,513,737.47	\$ 9,297,078.62	\$ 1,068,059.70	\$ -	\$ 10,363,136.22	56.98%	\$ 8,180,599.26	\$ 818,168.91

CONDITIONAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of \$1,012,756.72 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 05/31/2025 to **UCC GROUP INC.** on the job of RiversEdge Phase 3 CRA to the following property:

Broadcast Place
Jacksonville, FL 32207

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 6/19/2025

Lienor's Name: UCC Group Inc.
Address: 7380 Sand Lake Road, Suite 500
Orlando, FL 32819
By: 
Printed Name: Melanie Ellis

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, this 19 day of June 2025 M. Ellis
who being duly sworn on oath says that he/she is Office Manager of UCC Group Inc.
and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.



Printed Name: Pat DiPaolo

Notary Public

Pat Anthony DiPaolo, a Commissioner, etc.,
City of Toronto, for UCC Group Inc.
Expires December 23, 2026

REQUISITION

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND
IMPROVEMENT CONVERTIBLE CAPITAL APPRECIATION BONDS,
SERIES 2023A-2
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of December 1, 2020, as supplemented by that certain Fourth Supplemental Trust Indenture (collectively, the "Series 2023A-2 Indenture") dated as of November 1, 2023 and each by and between the District and U.S. Bank Trust Company, National Association (successor to U.S. Bank National Association), as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2023A-2 Indenture):

- (A) Requisition Number: 2023-104
- (B) Name of Payee pursuant to Acquisition Agreement: UCC Group, Inc.

Wire Payment Instructions
Name: UCC Group Inc.
Routing/ABA: 063216608
Bank Account: 500989696

- (C) Amount Payable: \$240,861.37 ✓
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:
- Series 2023A-2 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2023A-2 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Project.

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

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

By: Deborah Morton, CPC Digitally signed by Deborah Morton, CPC
DN: C=US,
E=dmorton@vertexeng.com,
O=Vertex Companies, LLC,
CN=Deborah Morton, CPC
Date: 2025.07.21 17:54:53-04'00'
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
PROJECT CAPITAL COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the Engineer's Report, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Kimley-Horn and Associates, Inc.
by: *William J. Schilling Jr.*
Consulting Engineer *William J. Schilling Jr., P.E.*

Date: July 18, 2025



RiversEdge Phase 3B – CDD Project (Streetscape Improvements)

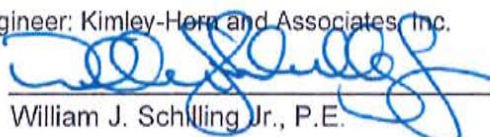
Community Development District (CDD) Engineer's - Certificate for Payment

This "Engineer's Certificate for Payment" is in addition to the approved and executed information contained in "AIA Document G702 – 1992 – Application and Certificate for Payment".

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is Entitled to payment of the AMOUNT CERTIFIED in the executed "AIA Document G702 – 1992 – Application and Certificate for Payment".

Application # 10

Engineer: Kimley-Horn and Associates, Inc.

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

Date: July 2, 2025

Phase 3B - CDD Project (Streetscape Improvements) – Construction Inspector's Certificate for Payment

This "Construction Inspector's Certificate for Payment" is supplementary to the certifications contained in the attached document.

In accordance with the Contract Documents, based on on-site observations and the data comprising the attached application the Construction Inspector certifies to the Owner that to the best of the Construction Inspector's knowledge, information, and belief that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the AMOUNT CERTIFIED in the attached "AIA Document G702 – Application and Certificate for Payment."

Application # 10 (Ten)

Construction Inspector:

By: Corey T Chascin  Digitally signed by Corey T Chascin
Date: 2025.06.23 15:12:03 -04'00' Date: _____
Corey T. Chascin, PE

CITY OF JACKSONVILLE, FLORIDA
APPLICATION FOR PAYMENT NO. 10

	BID		CONTRACT
PROJECT Phase 3B - CDD Project	NO.	N/A	NO.
			N/A

For Work accomplished through the date of: 2025/05/31

A. Contract and Change Orders

1. Contract Amount.....	<u>\$4,882,102.74</u>
2. Executed Change Orders..... +	<u>(\$515,899.17)</u>
3. Total Contract (1) + (2).....	<u>\$4,366,203.57</u>

B. Work Accomplished

4. Work performed on Contract Amount (1).....	<u>4,048,787.56</u>
5. Work performed on Change Orders (2)..... +	<u>\$ (404,796.65)</u>
6. Materials stored..... +	<u>-</u>
7. Total Completed & Stored (4) + (5) + (6).....	<u>3,643,990.91</u>
8. Retainage * 5% of Item (7), not to exceed 5% of Item (3).....	<u>\$182,199.55</u>
9. Less Previous Payments Made (or) Invoiced.....	<u>\$3,220,929.99</u>
10. Payment Amount Due this Application (7) - (8) - (9).....	<u>240,861.37</u>

(*)-Retainage subject to conditions as set forth in Paragraph 20.39.5 of the General Conditions

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the contract Documents; (3) all previous progress payments received from CITY on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to CITY at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) if applicable, the CONTRACTOR has complied with all provisions of Part 6 of the Purchasing Code including the payment of a pro-rata share to Minority Business Enterprises of all payments previously received by the CONTRACTOR.

Dated June 11, 2025

Rand Baldwin, UCC Group, Inc.

CONTRACTOR

[Signature]
 Notary Public



DATE

APPROVAL

[Signature]

Public Works or CEI Const. Inspector

CEI Project Manager

Public Works Project Manager

Public Works Constuction Manager

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER: THE DISTRICT CDD (C/O WRATHELL, HUNT & ASSOCIATES, LLC)
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FL 33431
ATTN: BILL SCHILLING, KIMLEY-HORN & ASSOCIATES, INC.

FROM: UCC GROUP, INC.
7380 SAND LAKE ROAD, SUITE 500
ORLANDO, FL 32819

APPLICATION NO: 10 Distribution to: OWNER
 Period from: 2025/05/01 CONTRACTOR
 Period to: 2025/05/31 ENGINEER
 PROJECT NO: Phase 3B CDD - Streetscape ARCHITECT
 CONTRACT DATE: 6/14/2024

CONTRACT FOR: PHASE 3B - CDD PROJECT (STREETSCAPE IMPROVEMENTS)

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
		\$114,488.89	-\$630,388.06
Approved this Month			
Number	Date Approved		
TOTALS		\$114,488.89	-\$630,388.06
Net change by Change Orders			-\$515,899.17

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application of Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ~~UCC GROUP INC.~~

PM: Rand Baldwin

By:

Date: June 11, 2025

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$4,882,102.74
2. Net change by Change Orders	-\$515,899.17
3. CONTRACT SUM TO DATE	\$4,366,203.57
4. TOTAL COMPLETED & STORED TO DATE	\$3,643,990.91
5. RETAINAGE	
a. 5% of Completed Work	\$182,199.55
b. 0% of Stored Material	\$0.00
Total Retainage	\$182,199.55
6. TOTAL EARNED LESS RETAINAGE	\$3,461,791.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$3,220,929.99
8. CURRENT PAYMENT DUE	\$240,861.37
9. BALANCE TO FINISH, PLUS RETAINAGE	\$904,412.21

State of Florida

County of Orange

Subscribed and sworn to before me this 11 day of June, 2025

Notary Public: Denica

My Commission expires: 5/15/26

 **JESSICA TORRES**
Notary Public-State of Florida
Commission # HH 218971
My Commission Expires
May 15, 2026

AMOUNT CERTIFIED

\$ 240,861.37

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC.

By

Date _____

William J. Schilling, Jr., PE

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CONTINUATION SHEET - STREETScape HARDSCAPE

APPLICATION #: 10

APPLICATION DATE: 06/23/25

TO:

PERIOD FROM: 05/01/25

Kimley-Horn and Associates, Inc.

PERIOD TO: 06/30/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
Schedule of Values - STREETScape									
GENERAL CONDITIONS									
1	Mobilization/Demobilization	22,543.00	18,771.50	1,000.00		19,771.50	88%	2,771.50	\$ 988.58
2	Payment & Performance Bond/Insurance	82,583.00	82,583.00			82,583.00	100%	-	\$ 4,129.15
3	Survey/Layout	45,086.00	44,500.00			44,500.00	99%	586.00	\$ 2,225.00
4	Travel/Accommodations, Per Diem	191,617.00	172,500.00			172,500.00	90%	19,117.00	\$ 8,625.00
5	Mock Ups	2,500.00	2,500.00			2,500.00	100%	-	\$ 125.00
6	As Builts	11,272.00	-			-	0%	11,272.00	\$ -
7	Supervision - Project Management	128,494.00	112,000.00	5,000.00		117,000.00	91%	11,494.00	\$ 5,850.00
8	Submittals	6,763.00	6,763.00			6,763.00	100%	-	\$ 338.15
9	Safety	33,815.00	30,500.00	1,000.00		31,500.00	93%	2,315.00	\$ 1,575.00
10	Daily Clean	33,815.00	26,000.00	2,000.00		28,000.00	83%	5,815.00	\$ 1,400.00
11	Punch	22,544.00	3,000.00	2,000.00		5,000.00	22%	17,544.00	\$ 250.00
HARDSCAPE - STREETScape PHASE 1									
12	H101 Wausau Pedestrian Paver (4x12 HRT 15, 34,60) with subslab	61,509.84	52,283.36			52,283.36	85%	9,226.48	\$ 2,614.17
13	H105 Wausau Pavers - ADA with sub slab	4,902.00	4,166.70			4,166.70	85%	735.30	\$ 208.34
14	H102 Concrete Sidewalk Type 1 - rock salt finish	62,386.50	37,431.90	4,000.00		41,431.90	66%	20,954.60	\$ 2,071.60
15	H103 Concrete Sidewalk Type 2 Bands - broom finish	56,100.00	47,685.00			47,685.00	85%	8,415.00	\$ 2,384.25
16	H104 Bike Lane Two Lane Caymen Dream Color Hardener	78,204.00	58,653.00	5,000.00		63,653.00	81%	14,551.00	\$ 3,182.65
17	H105 Wausau Pedestrian Paver (4x12 HRT 15, 34,60) with subslab	94,658.00	80,459.30	3,000.00		83,459.30	88%	11,198.70	\$ 4,172.97
18	H109 & H113 Vehicular Concrete @ Crosswalks	48,457.75	4,845.78			4,845.78	10%	43,611.97	\$ 242.29
19	Expansion Joint, Cap, & Caulk w galv dowels	25,116.00	18,837.00			18,837.00	75%	6,279.00	\$ 941.85
20	Expansion Joint, Cap, & Caulk	6,507.50	4,880.62			4,880.62	75%	1,626.88	\$ 244.03
21	Expansion Joint in subslab only	2,951.00	2,220.75			2,220.75	75%	740.25	\$ 111.04
SITE FURNISHINGS - STREETScape PHASE 1									
22	SF101 - Streetscape Bench (Strata Beam Bench) by Landscape Forms	37,600.00	33,840.00			33,840.00	90%	3,760.00	\$ 1,682.00
23	SF102 - Waste Receptacle (Poe Litter) by Landscape Forms	14,000.00	11,200.00			11,200.00	80%	2,800.00	\$ 560.00
24	SF103 Bike Rack (Emerson) by Landscape Forms	14,580.00	13,122.00			13,122.00	90%	1,458.00	\$ 656.10
25	SF104 Bollards @ Bike Lane by Tournesol w/ foundations	4,400.00	4,400.00			4,400.00	100%	-	\$ 220.00
26	SF105 Monolithic Bench w/ with block out for lights by Wausau	25,876.00	24,582.20			24,582.20	95%	1,293.80	\$ 1,229.11
HARDSCAPE - PHASE 1 OFFSITE IMPROVEMENTS, NORTHEAST PARK									
27	H101 CIP Standard Sidewalk broom finish	3,250.50	3,217.99	32.51		3,250.50	100%	-	\$ 162.53
28	H102 Concrete Sidewalk IC Cool Gray - Broom Finish	4,279.00	4,236.21	42.79		4,279.00	100%	-	\$ 213.95
29	H103 Wausau Pedestrian Paver (4x12 HRT 15, 34,60) with subslab	16,905.00	16,735.95	169.05		16,905.00	100%	-	\$ 845.25
30	RW102 Riverwalk Paving - Color Hardener #2717C Blue	11,985.00	11,865.15	119.85		11,985.00	100%	-	\$ 599.25
31	RW104 Riverwalk Paving - Color Hardener #7499C Tan	1,680.00	1,663.20	16.80		1,680.00	100%	-	\$ 84.00
32	Expansion Joint, Cap, & Caulk w galv dowels	2,142.00	2,034.90	107.10		2,142.00	100%	-	\$ 107.10
33	Expansion Joint at subslab only	129.50	123.03	6.47		129.50	100%	-	\$ 6.48
SITE FURNISHINGS - PHASE 1 OFFSITE IMPROVEMENTS, NORTHEAST PARK									
34	S119 Curved Bench by Wausau	21,000.00	20,790.00	210.00		21,000.00	100%	-	\$ 1,050.00
HARDSCAPE - PHASE 1 OFFSITE IMPROVEMENTS, MARSHFRONT PARK									
35	H101 CIP Standard Natural Gray Sidewalk	132.00	132.00			132.00	100%	-	\$ 6.60
36	H108 CIP Standard Natural Gray Sidewalk w/ Sandblast finish	11,791.00	11,791.00			11,791.00	100%	-	\$ 589.55
37	Expansion Joint, Cap, & Caulk with dowels	1,722.00	1,635.90	86.10		1,722.00	100%	-	\$ 86.10
38	Expansion Joint, Cap, & Caulk	589.00	559.55	29.45		589.00	100%	-	\$ 29.45
SITE FURNISHINGS - PHASE 1 OFFSITE IMPROVEMENTS, MARSHFRONT PARK									

CONTINUATION SHEET - STREETSCAPE HARDSCAPE

TO:

Kimley-Horn and Associates, Inc.

APPLICATION #: 10

APPLICATION DATE: 06/23/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

ITEM		SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	PERCENT COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
DESCRIPTION OF WORK			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	H	I	J
Schedule of Values - STREETScape									
39	S101 Bike Rack (Loop) by Landscape Forms	3,345.00	3,345.00			3,345.00	100%	-	\$ 167.25
40	S102 Waste Receptacle (#HM4030C) by Belson Outdoors	2,760.00	1,380.00			1,380.00	50%	1,380.00	\$ 69.00
41	S105 Pet Waste Station (Waste Eliminator Station BLK) by Pet Waste Eliminator	1,105.00	1,105.00			1,105.00	100%	-	\$ 55.25
42	S129 Precast Spheres (24" & 36" # TF6101) by Belson Outdoors	4,070.00	4,029.30			4,029.30	99%	40.70	\$ 201.47
HARDSCAPE - STREETScape PHASE 2									
43	H101 Wausau Pedestrian Paver (4x12 HRT 15, 34,60) with subslab	273,678.66	270,941.87	2,736.79		273,678.66	100%	-	\$ 13,683.93
44	H105 Wausau Pavers - ADA with sub slab	12,083.00	11,962.17	120.83		12,083.00	100%	-	\$ 604.15
45	H102 Concrete Sidewalk Type 1 - rock salt finish	205,155.40	203,103.85	2,051.55		205,155.40	100%	-	\$ 10,257.77
46	H103 Concrete Sidewalk Type 2 Bands - broom finish	255,618.00	253,061.82	2,556.18		255,618.00	100%	-	\$ 12,780.90
47	H104 Bike Lane Two Lane Caymen Dream Color Hardener	230,633.20	228,328.87	2,306.33		230,633.20	100%	-	\$ 11,531.66
48	H106 Wausau Pedestrian Paver (4x12 HRT 15, 34,60) with subslab	204,309.60	202,266.50	2,043.10		204,309.60	100%	-	\$ 10,215.48
49	H109 Vehicular Concrete @ Crosswalks	11,861.30	10,600.00	1,261.30		11,861.30	100%	-	\$ 593.07
50	Expansion Joint, Cap. & Caulk & dowels	1,722.00	1,549.80	172.20		1,722.00	100%	-	\$ 86.10
51	Expansion Joint, Cap. & Caulk	589.00	530.10	58.90		589.00	100%	-	\$ 29.45
SITE FURNISHINGS - STREETScape PHASE 2									
52	SF101 - Streetscape Bench (Strata Beam Bench) by Landscape Forms	197,400.00	98,700.00			98,700.00	50%	98,700.00	\$ 4,935.00
53	SF102 - Waste Receptacle (Poe Uitter) by Landscape Forms	62,050.00	49,640.00			49,640.00	80%	12,410.00	\$ 2,482.00
54	SF103 Bike Rack (Emerson) by Landscape Forms	21,870.00	19,683.00			19,683.00	90%	2,187.00	\$ 984.15
55	SF104 Bollards @ Bike Lane by Tournesol w/ foundations	17,600.00	14,080.00			14,080.00	80%	3,520.00	\$ 704.00
56	SF105 Monolithic Bench w/ with block out for lights by Wausau	109,973.00	108,873.27	1,099.73		109,973.00	100%	-	\$ 5,498.65
57	SF106 Precast Monolithic Cube 24" Sq by Wausau	5,600.00	5,544.00	56.00		5,600.00	100%	-	\$ 280.00
		2,815,318.75	2,481,232.64	33,283.03	-	2,489,815.57	88.78%	\$18,803.18	\$ 124,875.70

CONTINUATION SHEET - LANDSCAPE & IRRIGATION

APPLICATION #: 10

APPLICATION DATE: 05/23/25

TO:

PERIOD FROM: 05/01/25

Kimley-Horn and Associates, Inc.

PERIOD TO: 05/31/25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
Schedule of Value LANDSCAPE/IRRIGATION									
GENERAL CONDITIONS									
1	Mobilization/Demobilization	22,000.00	18,000.00			18,000.00	82%	4,000.00	\$ 900.00
2	Payment & Performance Bond/Insurance	27,559.00	27,559.00			27,559.00	100%	-	\$ 1,377.95
3	Survey/Layout	16,160.00	9,000.00	5,000.00		14,000.00	87%	2,160.00	\$ 700.00
4	Travel, Accommodations, Per Diem	26,000.00	9,000.00	5,000.00		14,000.00	54%	12,000.00	\$ 700.00
5	As Builts	2,750.00	-			-	0%	2,750.00	\$ -
6	Supervision - Project Management	23,782.00	4,500.00	5,000.00		9,500.00	40%	14,282.00	\$ 475.00
7	Submittals	3,000.00	3,000.00			3,000.00	100%	-	\$ 150.00
8	Safety	6,361.00	1,750.00	3,000.00		4,750.00	75%	1,611.00	\$ 237.50
9	Daily Clean	6,361.00	1,000.00	2,000.00		3,000.00	47%	3,361.00	\$ 150.00
10	Punch	4,241.00	-			-	0%	4,241.00	\$ -
TREES									
11	Shumard Oak (Quercus shumardii) - 4" CAL	23,671.83	-	8,000.00		8,000.00	34%	15,671.83	\$ 400.00
12	Cathedral Live Oak (Quercus virginiana 'Cathedral') - 4" CAL	3,310.08	-			-	0%	3,310.08	\$ -
13	Sky Climber Live Oak (Quercus virginiana 'Sky Climber') - 4" CAL	68,908.32	62,067.87			62,067.87	90%	6,840.45	\$ 3,103.39
14	Bosque Elm (Ulmus parvifolia 'Bosque') - 4" CAL	25,331.70	25,331.70			25,331.70	100%	-	\$ 1,266.59
PALM TREES									
15	Cabbage Palm (Sabal palmetto) - REGEN - BOOTED - 12' - 18" CT	38,549.52	33,571.04			33,571.04	87%	4,978.48	\$ 1,678.55
UNDERSTORY TREES									
16	East Palatka Holly (Ilex x attenuata 'East Palatka') - 2" CAL MT	2,769.76	-			-	0%	2,769.76	\$ -
17	Natchez Crape Myrtle (Lagerstroemia indica x fauriei 'Natchez') - 2" CAL MT	24,314.36	24,314.36			24,314.36	100%	-	\$ 1,215.72
18	Muskogee Crape Myrtle (Lagerstroemia indica 'Muskogee') - 2" CAL MT	10,420.44	-	5,000.00		5,000.00	48%	5,420.44	\$ 250.00
SHRUBS									
19	Queen Emma Crinum Lily (Crinum augustum 'Queen Emma') - 7G	180.42	-			-	0%	180.42	\$ -
20	Chindo Viburnum (Viburnum awabuki 'Chindo') - 7G	4,733.76	-	2,000.00		2,000.00	42%	2,733.76	\$ 100.00
GROUND COVER									
21	Elaine Agapanthus (Agapanthus X 'Elaine') - 3G	35,054.18	5,071.20	2,000.00		7,071.20	20%	27,982.98	\$ 353.56
22	Dwarf Bottlebrush (Callistemon viminalis 'Little John') - 3G	3,073.36	-			-	0%	3,073.36	\$ -
23	Variegated Flax Lily (Dianella tasmanica 'Variegata') - 1G	50,761.88	27,045.65	5,000.00		32,045.65	63%	18,716.23	\$ 1,602.28
24	Blue Daze Morning Glory (Evolvulus glomeratus 'Blue Daze') - 1G	11,117.33	-	5,000.00		5,000.00	45%	6,117.33	\$ 250.00
25	Blue Pacific Juniper (Juniperus conferta 'Blue Pacific') - 1G	9,040.98	659.08	5,000.00		5,659.08	63%	3,381.90	\$ 282.95
26	Texas Sage (Leucophyllum frutescens) - 3G	607.00	-			-	0%	607.00	\$ -
27	Cerise Charm Loropetalum (Loropetalum chinense 'Kurobigin') - 3G	352.80	-			-	0%	352.80	\$ -
28	Firepower Heavenly Bamboo (Nandina domestica 'Firepower') - 3G	13,305.40	4,843.68	3,000.00		7,843.68	57%	5,461.72	\$ 382.18
29	Hameln Fountain Grass (Pennisetum alopecuroides 'Hameln') - 3G	7,671.36	-	2,000.00		2,000.00	26%	5,671.36	\$ 100.00
30	White Drift Groundcover Rose (Rosa x 'Meisland' TM) - 3G	8,773.89	8,585.83			8,585.83	98%	188.06	\$ 429.29
31	Knock Out Shrub Rose (Rosa x 'Radrazz' TM) - 3G	5,974.22	5,974.22			5,974.22	100%	-	\$ 298.71
32	Asiatic Jasmine (Trachelospermum asiaticum) - 1G	5,565.12	-	2,000.00		2,000.00	36%	3,565.12	\$ 100.00
33	Society Garlic (Tulbaghia violacea) - 1G	15,944.64	10,440.58	2,000.00		12,440.58	78%	3,504.06	\$ 622.03
34	Mrs. Schillers Delight (Viburnum obovatum 'Mrs. Schillers Delight') - 3G	31,275.72	11,090.80	5,000.00		16,090.80	51%	15,184.92	\$ 804.54
GRASSES									
35	Muhly Grass (Muhlenbergia capillaris) - 3G	5,315.65	-	1,000.00		1,000.00	19%	4,315.65	\$ 50.00
ADDITIONAL LANDSCAPE									
36	Mulch Layer - Per Kimley Horn includes Double Shredded Hardwood	42,463.20	10,500.00	15,000.00		25,500.00	60%	16,963.20	\$ 1,275.00
37	Topsoil 6" Layer	63,650.64	10,111.06	35,000.00		45,111.06	71%	18,539.58	\$ 2,255.55

CONTINUATION SHEET - LANDSCAPE & IRRIGATION

APPLICATION #: 10

APPLICATION DATE: 05/23/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

		SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPLETED	%	BALANCE	RETAINAGE
ITEM	DESCRIPTION OF WORK	VALUE	PREV. APPS	THIS PERIOD	STORED	STORED TO DATE	COMPLETE	TO COMPLETE	@ 5%
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
Schedule of Value LANDSCAPE/IRRIGATION									
38	Weed Barrier Fabric	16,463.25	200.00	8,000.00		8,200.00	50%	8,263.25	\$ 410.00
39	Terra Toggle Tree Anchors	22,349.70	12,210.38	5,000.00		17,210.38	77%	5,139.32	\$ 860.52
	IRRIGATION								
40	Irrigation System	263,941.06	118,225.41	100,000.00		218,225.41	83%	45,715.55	\$ 10,911.27
		963,105.57	443,881.88	230,000.00	-	673,881.88	70.70%	279,263.71	\$ 33,882.59

CONTINUATION SHEET - EARTHWORK

APPLICATION #: 10

APPLICATION DATE: 05/23/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
Schedule of Value EARTHWORK									
GENERAL CONDITIONS									
1	Mobilization/Demobilization	16,000.00	14,500.00	500.00		15,000.00	94%	1,000.00	\$ 750.00
2	Payment & Performance Bond/Insurance	7,061.00	7,061.00			7,061.00	100%	-	\$ 353.05
3	Survey/Layout	5,707.00	5,500.00			5,500.00	96%	207.00	\$ 275.00
4	Travel, Accomodations, Per Diem	10,000.00	9,200.00	200.00		9,400.00	94%	600.00	\$ 470.00
5	As Builts	107.00	-			-	0%	107.00	\$ -
6	Supervision - Project Management	16,600.00	15,250.00	500.00		15,750.00	95%	850.00	\$ 787.50
7	Submittals	1,000.00	1,000.00			1,000.00	100%	-	\$ 50.00
8	Safety	1,100.00	1,000.00			1,000.00	91%	100.00	\$ 50.00
9	Daily Clean	1,100.00	1,000.00			1,000.00	91%	100.00	\$ 50.00
10	Punch	2,200.00	-	1,000.00		1,000.00	45%	1,200.00	\$ 50.00
SOIL EROSION CONTROL									
11	SWPP Weekly Inspection and Maintenance	18,500.00	16,250.00	1,000.00		17,250.00	93%	1,250.00	\$ 862.50
12	Silt Fence (Replacement)	10,000.00	8,750.00	500.00		9,250.00	93%	750.00	\$ 462.50
13	Inlet Protection (Replacement) Take over and Maniteance	7,080.00	6,000.00	200.00		6,200.00	88%	880.00	\$ 310.00
EARTHWORK									
14	Site Grading	56,250.00	54,500.00	500.00		55,000.00	98%	1,250.00	\$ 2,750.00
		152,705.00	140,011.00	4,400.00	-	144,411.00	94.57%	8,294.00	\$ 7,220.85

CONTINUATION SHEET - ELECTRICAL

APPLICATION #: 10

APPLICATION DATE: 05/23/25

PERIOD FROM: 05/01/25

PERIOD TO: 05/31/25

TO:

Kimley-Horn and Associates, Inc.

[illegible]

TO:

Kimley-Horn and Associates, Inc.

[illegible]

CONTINUATION SHEET

TO:
Kimley-Horn and Associates, Inc.

APPLICATION #: 10
APPLICATION DATE: 23-May-25
PERIOD FROM: 1-May-25
PERIOD TO: 31-May-25

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPLETED STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE @ 5%
			PREV. APPS	THIS PERIOD					
A	B	C	D	E	F	G (D+E+F)	G/C	H	I
SCHEDULE OF VALUES CONT.: CHANGE ORDERS/DIRECTIVES									
CO#1	CRA	\$ -	\$ -		\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO#2	CRA	\$ -	\$ -		\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO#3	CRA	\$ -	\$ -		\$ -	\$ -	#DIV/0!	\$ -	\$ -
CO#4	AD Paving Sealer at the Riverwalk	\$ 3,188.90	\$ 3,188.90		\$ -	\$ 3,188.90	100%	\$ -	\$ 159.45
CO#5	Security Camera	\$ 18,784.68	\$ 6,261.56	\$ 1,565.39	\$ -	\$ 7,826.95	42%	\$ 10,957.73	\$ 391.35
CO#5	Reduce Permitting Allowance	\$ (18,784.68)	\$ (18,784.68)		\$ -	\$ (18,784.68)	100%	\$ -	\$ (939.23)
CO#6	Landscape Forms ODPO	\$ (322,590.60)	\$ (150,000.00)	\$ (50,000.00)		\$ (200,000.00)	62%	\$ (122,590.60)	\$ (10,000.00)
CO#7	CRA		\$ -			\$ -		\$ -	\$ -
CO#8	ODPO Wausau Pavers	\$ (173,294.62)	\$ (173,294.62)			\$ (173,294.62)	100%	\$ -	\$ (8,664.73)
CO#8	ODPO Wausau Benches	\$ (108,487.98)	\$ (108,487.98)			\$ (108,487.98)	100%	\$ -	\$ (5,424.40)
CO#9	CRA		\$ -			\$ -		\$ -	\$ -
CO#10	Extend Primary & Secondary Electrical & Transformer Pad	\$ 31,926.73	\$ 5,000.00	\$ 26,926.73		\$ 31,926.73	100%	\$ -	\$ 1,596.34
CO#11	CRA		\$ -			\$ -		\$ -	\$ -
CO#12	Roundabout Landscaping & Lights	\$ 67,030.35	\$ 66,500.00			\$ 66,500.00	99%	\$ 530.35	\$ 3,325.00
CO#13	CRA		\$ -			\$ -		\$ -	\$ -
CO#14	CRA		\$ -			\$ -		\$ -	\$ -
CO# 15	CRA		\$ -			\$ -		\$ -	\$ -
CO# 16	Add Conduit Under Pavers for Future Electrical Sign Connection	\$ 12,342.91	\$ 12,342.91			\$ 12,342.91	100%	\$ -	\$ 617.15
CO# 17	CRA		\$ -			\$ -		\$ -	\$ -
CO# 18	Marina Conduit Deduct	\$ (26,014.86)	\$ -	\$ (26,014.86)		\$ (26,014.86)	100%	\$ -	\$ (1,300.74)
CHANGE ORDER SUBTOTALS		\$ (515,899.17)	\$ (357,273.91)	\$ (47,622.74)	\$ -	\$ (404,796.66)	0.00%	\$ (111,162.62)	\$ (20,239.83)
GRAND TOTALS		\$ 4,366,203.57	\$ 3,390,452.62	\$ 253,538.29	\$ -	\$ 3,643,990.91	83.46%	\$ 722,212.66	\$ 182,199.55

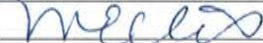
CONDITIONAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the sum of \$240,861.37 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through 05/31/2025 to **UCC GROUP INC.** on the job of RiversEdge Phase 3 CDD to the following property:

Broadcast Place
Jacksonville, FL 32207

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 6/19/2025

Lienor's Name: UCC Group Inc.
Address: 7380 Sand Lake Road, Suite 500
Orlando, FL 32819
By: 
Printed Name: Melanie Ellis

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, this 19 day of June 2025 M. Ellis
who being duly sworn on oath says that he/she is Office Manager of UCC Group Inc.
and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.



Printed Name: Pat DiPaolo
Notary Public

Pat Anthony DiPaolo, a Commissioner, etc.,
City of Toronto, for UCC Group Inc.
Expires December 23, 2026

REQUISITION

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND
IMPROVEMENT CONVERTIBLE CAPITAL APPRECIATION BONDS,
SERIES 2023A-2
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the District Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture dated as of December 1, 2020, as supplemented by that certain Fourth Supplemental Trust Indenture (collectively, the "Series 2023A-2 Indenture") dated as of November 1, 2023 and each by and between the District and U.S. Bank Trust Company, National Association (successor to U.S. Bank National Association), as trustee (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2023A-2 Indenture):

- (A) Requisition Number: 2023-109
- (B) Name of Payee pursuant to Acquisition Agreement: Landscape Forms, Inc.

Wire Payment Instructions
Name: Landscape Forms, Inc.
Bank: JPMorgan Chase Bank, N.A.
Routing/ABA: 021000021
Bank Account: 865000045910

- (C) Amount Payable: \$205,980.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (E) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023A-2 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2023A-2 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Project.

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

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

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

By: Deborah Morton, CPC
Responsible Officer

Digitally signed by Deborah Morton, CPC
DN: C=US, E=dmorton@vertexeng.com,
O=Vertex Companies, LLC,
CN=Deborah Morton, CPC
Date: 2025.08.11 20:24:27-0400

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
PROJECT CAPITAL COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the Engineer's Report, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Project that is the subject of such requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Kimley-Horn and Associates, Inc.
by: William J. Schilling Jr.
Consulting Engineer William J. Schilling Jr., P.E.

Date: August 5, 2025



PHASE 3B
OWNER DIRECT PURCHASE
INVOICE SUMMARY FOR AUTHORIZING PAYMENT

Date: July 31, 2025 PO # ODP-01-CDD

Job Site: The District – RiversEdge Phase 3B Project

Vendor Name: Landscape Forms

ODP PO Submittal Number: 02

PO Amount.....\$ 304,260.00

Previous Invoices Requested.....\$ 98,280.00

Amount Requested This Period.....\$ 205,980.00

Balance to Finish.....\$ 0.00

Tax Savings Accumulated.....\$ 18,330.60

Invoice No	Invoice Date	Amount
<u>0000231546</u>	<u>June 30, 2025</u>	<u>\$ 205,980.00</u>

The undersigned contractor certifies to the best of the contractor's knowledge that all material for the above invoices(s) have been delivered to the jobsite in good condition.

TOTAL INVOICES THIS PERIOD 1

UCC GROUP, INC.

General Contractor Name

Rand Baldwin
Print Name

Rand Baldwin
General Contractor
randbaldwin@uccgroup.com

UCC Group, Inc.
Project Manager, CN=Rand Baldwin
2025.08.01 08:09:07-04'00'

Invoice

Invoice Date: 6/30/2025
Reference/P.O.#: ODP-01-CDD
Order #: 0000427841
Invoice #: 0000231546
Project: The Rivers Edge, Jacksonville

Please remit to our lockbox:
LANDSCAPE FORMS, INC
PO BOX 78000
DEPT. 78073
DETROIT, MICHIGAN 48278-0073

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

Ship To: The Community Development District
1701 Prudential Dr
Attn: Vitor Pedro
407-680-9174
Jacksonville, FL 32207

Contact: Order Acknowledgments

Shipped:	6/30/2025	Ship Via:	Common Carrier	Ship Track#:	ATS Truck 3 5564289	Terms:	NET 30 - PENDING CRED AP	
Item:						Qty Shp	Unit Price:	Total Price:
STRATA BEAM: Single Bench. Leg color: MeldStone - Natural White.. Seat Wood: Jarrah, no finish (exterior use only).C1: WHIT C2: WHIT						32	3,880.00	124,160.00
STRATA BEAM: Support Only - End support, Surface Mount, MeldStone Color: Natural White.						32	0.00	0.00
STRATA BEAM: Support Only - End support, Surface Mount, MeldStone Color: Natural White.						11	0.00	0.00
POE LITTER: Side Opening, 34 gal. capacityC1: SILV						10	2,370.00	23,700.00
Northport Removable Bollard assembly. Includes everything EXCEPT socket assembly. Powdercoat color: Silver Metallic						8	1,790.00	14,320.00
EMERSON BIKE RACK: Embedded.C1: SILV						30	530.00	15,900.00
LOOP BIKE RACK: Embedded.C1: SILV						3	500.00	1,500.00
Shipping & Handling -						1	26,400.00	26,400.00

LAST ITEM

Payment/Credit from Document:

*** The quoted price may include estimated tax, duties and tariffs . Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to an invoice as a separate and additional charge to purchaser unless an acceptable exemption certificate is presented.

Subtotal	*****
Sales Tax	*****
Payment/Credit Amount	*****
Balance Due:	USD

Page: 1

FOR OFFICE USE:

Cust #: TITVS
Sales: FL1

landscapeforms

Landscape Forms, Inc. Corporate Address:
7800 E. Michigan Avenue
Kalamazoo, MI 49048-0543
PH: 800/521-2546 FX: 269/381-3455
Federal I.D.# 38-1897577
GST#: 894246792RT0001
Dun # 04-923-8363
FSC#: NC-COC-001261

Invoice

Invoice Date: 6/30/2025
Reference/P.O.#: ODP-01-CDD
Order #: 0000427841
Invoice #: 0000231546
Project: The Rivers Edge, Jacksonville

Please remit to our lockbox:
LANDSCAPE FORMS, INC
PO BOX 78000
DEPT. 78073
DETROIT, MICHIGAN 48278-0073

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

Ship To: The Community Development District
1701 Prudential Dr
Attn: Vitor Pedro
407-680-9174
Jacksonville, FL 32207

Contact: Order Acknowledgments

Shipped: 6/30/2025 Ship Via: Common Carrier Ship Track#: ATS Truck 3 5564289 Terms: NET 30 - PENDING CRED AP

Item: Qty Shp Unit Price: Total Price:

*** Purchaser shall pay all costs and expenses paid or incurred by Seller in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and costs. Balances on invoices not paid within thirty (30) days of date of invoice or within an alternate period of time as determined and indicated by Seller, shall incur interest at a rate of eighteen percent (18%) per annum. No cash discounts shall be allowed.

Subtotal	205,980.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance Due: USD	205,980.00

FOR OFFICE USE:

Cust #: TITVS
Sales: FL1



Landscape Forms, Inc. Corporate Address:
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
PH: 800/521-2546 FX: 269/381-3455
Federal I.D.# 38-1897577
GST#: 894246792RT0001
Dun # 04-923-8363
FSC#: NC-COC-001261

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2025**

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 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	\$ 767,527	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 767,527
Cash - Reserved for VCTC Credits	346,654	-	-	-	-	-	346,654
Investments							
Revenue	-	20,803	9,553	-	-	-	30,356
Reserve	-	39,462	2,093,115	-	-	-	2,132,577
Capitalized interest	-	81	-	-	-	-	81
Construction	-	-	-	67,632	49,453	23,671	140,756
Cost of issuance	-	-	316	-	-	-	316
Sinking	-	2,142	-	-	-	-	2,142
Deposit - JEA Water	4,468	-	-	-	-	-	4,468
Accounts receivable	29,245	-	-	-	-	-	29,245
Due from Landowner	50,000	-	-	-	-	-	50,000
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>\$ 1,228,807</u>	<u>\$ 62,488</u>	<u>\$ 2,191,334</u>	<u>\$ 67,632</u>	<u>\$ 49,453</u>	<u>\$ 23,671</u>	<u>\$ 3,623,385</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 6,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,143
Contracts payable	-	-	-	-	4,143,209	-	4,143,209
Retainage payable	-	-	-	-	1,308,904	19,571	1,328,475
Due to general fund	-	-	-	-	1,563	28,750	30,313
Due to debt service fund - 2023A2	-	-	-	-	88,350	-	88,350
Tax payable	184	-	-	-	-	-	184
Landowner advance	90,296	-	-	-	-	-	90,296
Total liabilities	<u>96,623</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,542,026</u>	<u>48,321</u>	<u>5,686,970</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	-	62,488	2,191,334	-	-	-	2,253,822
Capital projects	-	-	-	67,632	(5,492,573)	(24,650)	(5,449,591)
Committed							
Reserved for Capital Projects or O&M	346,654	-	-	-	-	-	346,654
Unassigned	756,285	-	-	-	-	-	756,285
Total fund balances	<u>1,102,939</u>	<u>62,488</u>	<u>2,191,334</u>	<u>67,632</u>	<u>(5,492,573)</u>	<u>(24,650)</u>	<u>(2,092,830)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,228,807</u>	<u>\$ 62,488</u>	<u>\$ 2,191,334</u>	<u>\$ 67,632</u>	<u>\$ 49,453</u>	<u>\$ 23,671</u>	<u>\$ 3,623,385</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ (324,696)	\$ 974,089	\$ 1,298,784	75%
Developer contribution	-	66,594	-	N/A
Interest and miscellaneous	110	4,114	-	N/A
Total revenues	<u>(324,586)</u>	<u>1,044,797</u>	<u>1,298,784</u>	80%
EXPENDITURES				
Professional & administrative				
Supervisor fees	92	229	6,459	4%
Management	4,000	36,000	48,000	75%
CRA/city grant administration	417	3,750	5,000	75%
DSF accounting - series 2023	1,563	14,063	18,750	75%
DSF accounting - series 2022 marina	520	4,687	6,250	75%
Legal	4,783	25,508	50,000	51%
Engineering	-	9,095	50,000	18%
Audit	-	-	7,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent - series 2023	438	3,938	5,250	75%
Dissemination agent - series 2022 marina	145	1,312	1,750	75%
Trustee	-	12,496	19,000	66%
Telephone	17	150	200	75%
Postage	9	363	500	73%
Printing & binding	42	375	500	75%
Legal advertising	(97)	962	1,700	57%
Annual special district fee	-	175	175	100%
Insurance	-	6,477	8,500	76%
Contingencies/bank charges	-	36	1,000	4%
Meeting room rental	-	-	900	0%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>11,929</u>	<u>120,321</u>	<u>233,849</u>	51%

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

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field Ops Management	1,200	3,000	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	829	1,151	20,000	6%
Repairs & maintenance	-	-	2,500	0%
Landscape maintenance				
Maintenance contract	20,251	83,316	95,000	88%
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	-	1,100	35,000	3%
Aquatic weed control	-	-	3,300	0%
Total field operations	<u>22,280</u>	<u>94,807</u>	<u>1,064,935</u>	
Total expenditures	<u>34,209</u>	<u>215,128</u>	<u>1,298,784</u>	
Excess/(deficiency) of revenues over/(under) expenditures	(358,795)	829,669	-	
Fund balances - beginning	1,461,734	273,270	362,038	
Committed				
Reserved for Capital Projects or O &M	-	-	346,654	
Unassigned	-	-	15,384	
Fund balance - ending (projected)	<u>1,102,939</u>	<u>1,102,939</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 JUNE 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 40,688	\$ 40,688	100%
Developer contribution	-	22,583	-	N/A
Interest	222	1,627	-	N/A
Total revenues	<u>222</u>	<u>64,898</u>	<u>40,688</u>	160%
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	222	44,554	-	
Fund balances - beginning	62,266	17,934	59,645	
Fund balances - ending	<u>\$ 62,488</u>	<u>\$ 62,488</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 JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,468	\$ 75,314
Total revenues	<u>7,468</u>	<u>75,314</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	7,468	75,314
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	7,468	374,714
Fund balances - beginning	2,183,866	1,816,620
Fund balances - ending	<u><u>\$ 2,191,334</u></u>	<u><u>\$ 2,191,334</u></u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022 BAN
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	2,376
Total other financing sources/(uses)	<u>-</u>	<u>2,376</u>
Net change in fund balances	-	2,376
Fund balances - beginning	-	(2,376)
Fund balances - ending	<u>\$ -</u>	<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 JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 458	\$ 6,246
Total revenues	<u>458</u>	<u>6,246</u>
EXPENDITURES		
Capital outlay/ Construction Costs	<u>37,818</u>	<u>37,818</u>
Total expenditures	<u>37,818</u>	<u>37,818</u>
Excess/(deficiency) of revenues over/(under) expenditures	(37,360)	(31,572)
OTHER FINANCING SOURCES/(USES)		
Transfer Out	<u>-</u>	<u>(92,323)</u>
Total other financing sources/(uses)	<u>-</u>	<u>(92,323)</u>
Net change in fund balances	(37,360)	(123,895)
Fund balances - beginning	104,992	191,527
Fund balances - ending	<u>\$ 67,632</u>	<u>\$ 67,632</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 JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2,196	\$ 79,649
City of Jacksonville funding	-	1,875,010
Total revenues	<u>2,196</u>	<u>1,954,659</u>
EXPENDITURES		
Construction Costs	<u>4,594,271</u>	<u>13,104,719</u>
Total expenditures	<u>4,594,271</u>	<u>13,104,719</u>
Excess/(deficiency) of revenues over/(under) expenditures	(4,592,075)	(11,150,060)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	8,421,331
Transfer in	-	92,323
Transfer out	<u>-</u>	<u>(88,350)</u>
Total other financing sources/(uses)	<u>-</u>	<u>8,425,304</u>
Net change in fund balances	(4,592,075)	(2,724,756)
Fund balances - beginning	<u>(900,498)</u>	<u>(2,767,817)</u>
Fund balances - ending	<u><u>\$ (5,492,573)</u></u>	<u><u>\$ (5,492,573)</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 JUNE 30, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Construction Costs	<u>-</u>	<u>440,154</u>
Total expenditures	<u>-</u>	<u>440,154</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(440,154)
OTHER FINANCING SOURCES/(USES)		
Transfer out	<u>-</u>	<u>(2,376)</u>
Total other financing sources/(uses)	<u>-</u>	<u>(2,376)</u>
Net change in fund balances	-	(442,530)
Fund balances - beginning	<u>(24,650)</u>	<u>417,880</u>
Fund balances - ending	<u><u>\$ (24,650)</u></u>	<u><u>\$ (24,650)</u></u>

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT

**MINUTES OF MEETING
THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of The District Community Development District held 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.

Present:

Rose Bock	Chair
Kurt von der Osten	Vice Chair
Robert Mizell	Assistant Secretary

Also present:

Craig Wrathell	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
Sarah Sandy (via telephone)	District Counsel
Bill Schilling	District Engineer
Ana Walling	Kimley-Horn and Associates, Inc.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:32 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

Mr. Wrathell presented Resolution 2025-05. Ms. Bock nominated the following slate:

Rose Bock	Chair
Kurt von der Osten	Vice Chair
Robert Mizell	Assistant Secretary
Andrew Kantarzhi	Assistant Secretary

No other nominations were made.

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

Craig Wrathell	Secretary
Cindy Cerbone	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor, Resolution 2025-05, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

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

Mr. Wrathell presented Resolution 2025-06 and reviewed the Amended Budget for Fiscal Year 2025. He asked the Board to authorize Management to cut a check to reimburse both Elements Development of Jacksonville LLC, as the one developmental entity that owns of land, and Toll Brothers for the 4th Quarter O&M that they already paid.

On MOTION by Mr. von der Osten and seconded by Mr. Mizell, with all in favor, 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, was adopted, and authorizing District Management to reimburse Elements Development of Jacksonville LLC and Toll Brothers for the 4th Quarter O&M that they already paid, was approved.

SIXTH ORDER OF BUSINESS

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

Mr. Wrathell presented Resolution 2025-08, which amends assessment Resolution 2024-14 from the previous year authorizing Staff to bill out the O&M assessments and contemplates the elimination of the Fourth Quarter assessments and reimbursing the entities.

On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor, 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, was adopted.

SEVENTH ORDER OF BUSINESS

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

Mr. Wrathell presented Resolution 2025-09. He reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes.

Discussion ensued regarding how much fund balance can be carried each year, if excess funds can be transferred into a reserve account, opening an Insured Cash Sweep (ICS) account, if the CDD will have any maintenance responsibility to the nearby Toll Brothers Townhomes or condos, a Parks Agreement being negotiated with the City and if the Developers implemented a Master Association or Master POA.

On MOTION by Mr. Mizell and seconded by Mr. von der Osten, with all in favor, Resolution 2025-09, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 18, 2025 at 1:30 p.m., at Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258 Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

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

Mr. Wrathell presented Resolution 2025-10. The following will be inserted:

DATE: January 12, 2026

On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, Resolution 2025-10, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026, as amended, and Providing for an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2025-11, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

Asked if this resolution requires the District to have insurance coverage greater than what it currently carries, Mr. Wrathell replied no, it does not.

On MOTION by Mr. von der Osten and seconded by Ms. Bock, with all in favor, Resolution 2025-11, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Consideration of Lovely Loo Portable Restroom LLC Temporary Restroom Facilities Services Agreement

Mr. Schilling stated there will be a permanent temporary trailer set up for numerous months. Three restrooms are being constructed; one will be accessible ADA-compliant. For the week of the ribbon-cutting, six trailers will be installed.

On MOTION by Mr. von der Osten and seconded by Mr. Mizell, with all in favor, the Lovely Loo Portable Restroom LLC Temporary Restroom Facilities Services Agreement, in the amount of \$1,840, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Elements Development of Jacksonville, LLC License Agreement for Temporary Restroom Facilities

Ms. Sandy presented the License Agreement for Temporary Restroom Facilities between the CDD and Elements Development of Jacksonville, LLC.

On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor, the Elements Development of Jacksonville, LLC License Agreement for Temporary Restroom Facilities, in substantial form, was approved.

TWELFTH ORDER OF BUSINESS

Consideration of J.B. Coxwell Contracting, Inc. Proposal for Pricing Misc Repairs from Damages by Others [Rivers Edge CRA & CDD Phase III]

On MOTION by Ms. Bock and seconded by Mr. von der Osten, with all in favor, the J.B. Coxwell Contracting, Inc. Proposal for Pricing Miscellaneous Repairs

from Damages by Others related to Rivers Edge CRA & CDD Phase III] in the amount of \$7,836.72, was approved.

THIRTEENTH ORDER OF BUSINESS**Ratification Items**

A Board Member stated Change Order 20, listed below, was intended to be an item for consideration by the Board and not for ratification.

▪ **Consideration of Change Order 20 Amendment to UCC Contract for the Pavilion**

Mr. Schilling stated all parties felt that changes to the contract included in the RFP were needed. Change Order 20 does not change the contract price but it formally adopts the changes for the contractor of all the changes that have been agreed to between the contractor and the Artist; the CDD has been part of the negotiation and supports the changes.

On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor, Change Order 20 for the Amendment to the UCC Contract for the Pavilion, was approved.

Mr. Wrathell presented the following:

- 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**

233 VIII. Change Order No. 11

234 IX. Change Order No. 13

235 X. Change Order No. 14

236 XI. Change Order No. 20

237 This item was considered and approved separately, not as a ratification item.

238 D. UCC Group, Inc. Change Orders for Phase 3B - CDD Project

239 I. Change Order No. 4

240 II. Change Order No. 5

241 III. Change Order No. 6

242 IV. Change Order No. 8

243 V. Change Order No. 10

244 VI. Change Order No. 12

245 E. First Amendment to Security Services Agreement with First Coast Security Services

246 *Note: In accordance with Sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a
247 portion of the meeting may be closed to the public, as it relates to details of the District's security
248 system plan. The closed session may occur at any time during the meeting and is expected to last
249 approximately thirty (30) minutes but may end earlier or extend longer.

250

251 On MOTION by Mr. Mizell and seconded by Mr. von der Osten, with all in
252 favor, the Ratification Items, as listed, and with the exception of Item 13C.XI,
253 which was considered individually, were ratified.

254

255

256 FOURTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of March 31, 2025

257

258

259 On MOTION by Mr. von der Osten and seconded by Mr. Mizell, with all in
260 favor, the Unaudited Financial Statements as of March 31, 2025, were
261 accepted.

262

263

264 FIFTEENTH ORDER OF BUSINESS

Approval of March 17, 2025 Regular
Meeting Minutes

265

266

267 On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, the
268 March 17, 2025 Regular Meeting Minutes, as presented, were approved.

269

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

Ms. Sandy presented a draft of the Parks Management Agreement between the CDD and the City. Staff is working with the City on this and she is uncertain as to when the final version will be ready for execution. Although several items must be worked through, she requested approval of the Agreement and authorizing District Staff to continue working with the City to finalize the Agreement.

Discussion ensued regarding the ongoing negotiations with the City regarding event management, how revenues generated from park events will be divided, Park Rules, maintenance obligations, an official conveyance of assets to the City and scheduling a Special Meeting to discuss the Parks Management Agreement.

The Special Meeting with a single item agenda will be on June 11, 2025 at 12:00 p.m.

On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, the Parks Management Agreement, in substantial form, authorizing District Staff to continue working with the City to finalize the Agreement, authorizing the Chair or Vice Chair to execute the Agreement in between meetings, and scheduling a Special Meeting on June 11, 2025 at 12:00 p.m., at Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258, were all approved.

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

Mr. Schilling presented an aerial view of Parcel 5A and highlighted the following:

- Parcel 5A will have 100 temporary parking spaces that the CDD is required to provide for the parks and the public spaces.
- Since the last meeting, the parking lot was re-sealed and re-striped.
- An interactive piece of art will be installed on the west part of the Northwest Park.
- A portion of the Northwest Park will be substantially complete by the end of the week.
- The Riverwalk and temporary section of Riverwalk were deemed substantially complete.
- Construction of Central Park, the fourth park, commenced; the track is being installed, the western plaza has been formed and the vast majority of the concrete was installed.

➤ The City will reimburse the CDD, through the tree fund, for Silva Cells and the trees that will be installed in all four parks.

➤ Playground equipment in the Northeast Park was deemed substantially complete.

➤ The Boardwalk is substantially complete; Marsh Park and Overland Trail were deemed substantially complete three weeks ago.

➤ UCC Group, the streetscape contractor, installed the vast majority of the concrete in the hardscapes in all the rights-of-way.

Mr. Schilling and Ms. Walling described and discussed the integrative cabinets that contain the switches; the Silva Cells, which will support the sidewalks; the custom benches that will be installed in Central Park; the pavers; renaming Marsh Park; the fact that a few residents have moved into the CDD and rescheduling the ribbon-cutting ceremony once the Parks Management Agreement is in place.

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**

The next meeting will be held on June 11, 2025 at 12:00 PM.

The July meeting will likely be cancelled.

SEVENTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

EIGHTEENTH ORDER OF BUSINESS

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

No members of the public spoke.

NINETEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Mizell and seconded by Mr. von der Osten, with all in favor, the meeting adjourned at 3:32 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT

**MINUTES OF MEETING
THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of The District Community Development District held a Special Meeting on June 11, 2025 at 12:00 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
Ana Walling	Kimley-Horn
Kyler von der Osten	Member of the public

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 12:46 p.m.

Supervisors Bock, von der Osten and Mizell, were present. Two seats were vacant.

Mr. Wrathell stated the reason for the late start is a miscommunication regarding the start time on his part. If any members of the public arrived at the meeting on time, the Board and Staff were at the venue prior to the 12:00 p.m. planned start time.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items (limited to 3 minutes per individual)

No members of the public spoke.

THIRD ORDER OF BUSINESS

Discussion: Park License and Management Agreement Riversedge™

Mr. Wrathell stated the Parks Management Agreement that was initially drafted by the City was disproportionately beneficial to the City. District Staff has been in talks with the Preston Hollow team and with each other in terms of a strategy. All in all, the Agreement is still in the negotiation phase. The old Agreement stipulates that the CDD is responsible for all maintenance but gives the City control of everything, which is unacceptable.

Mr. Wrathell stated that the Agreement is being re-negotiated so that it makes more operating sense and does not overburden the future residents and businesses of the CDD with maintenance obligations that far exceed the CDD's capabilities, particularly when several patrons from outside the CDD boundaries will be using the parks. Staff anticipates presenting the negotiated Agreement for the Board's approval.

Regarding the progress, Mr. Schilling stated Preston Hollow as Elements, the Master Developer, is planning to provide comments back to the City on the Agreement this week. The expectation is that there will likely be a meeting and further discussion between the parties and the City. There is also an ongoing discussion as to whether this can be approved on or before July 3, 2025, in order to open the parks on July 4th. City representatives and Preston Hollow representatives both agree that this Agreement needs to be in place before the parks actually open. Mr. Schilling anticipated a lot of back-and-forth negotiation over the next few weeks.

Discussion ensued regarding there not being enough time for the Board to approve the Parks Management Agreement prior to the July 4th opening, the City being entirely responsible and liable for the July 4th opening event, the need to schedule another Special Meeting date in July and potential meeting dates.

The Special meeting will be scheduled for Wednesday July 8, 2025 at 1:30 p.m.

On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, authorizing Staff to schedule and advertise a Special Meeting on July 8, 2025, at 1:30 p.m., at Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258, was approved.

FOURTH ORDER OF BUSINESS

**Discussion: Florida Department of
Environmental Protection Correspondence**

Regarding Application for Lease
Agreement - BOT #164301902

A. Consideration of Resolution 2025-12, Approving a Sovereignty Submerged Lands Lease in Substantial Form; Authorizing Execution of Same; Providing General Authorization; and Addressing Severability, Conflicts and an Effective Date

Ms. Sandy presented Resolution 2025-12 and recommended approval, in substantial form, as the lease is still being reviewed by the City.

Mr. Schilling stated three entities will be signing the lease. They were applicants for the marina permit and have Riparian rights over portions of the Agreement; the entities are the CDD, Elements and the City of Jacksonville. The Easement Agreement is running parallel and is currently being reviewed by the City, Ms. Sandy, Preston Hollow and Elements. The Agreement was voted on and approved by the State Board of Trustees at its December 17, 2024 meeting. Mr. Schilling stressed the unlikelihood for negotiation and stated that this is a State-standard lease.

On MOTION by Mr. von der Osten and seconded by Mr. Mizell, with all in favor, Resolution 2025-12, Approving a Sovereignty Submerged Lands Lease in Substantial Form; Authorizing Execution of Same; Providing General Authorization; and Addressing Severability, Conflicts and an Effective Date, in substantial form, was adopted.

I. Consideration of Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Lease

Ms. Sandy stated this is the form of lease that was forwarded to Staff and it need not be approved.

FIFTH ORDER OF BUSINESS

UPCOMING MEETINGS

➤ **July 21, 2025 at 1:30 PM**

➤ **August 18, 2025 at 1:30 PM [Adoption of FY2026 Budget]**

○ **QUORUM CHECK**

Mr. Wrathell stated a Special Meeting will be scheduled for July 8, 2025, in case any CDD business needs to be handled in advance of individual Board and Staff summer travel arrangements.

The consensus was to cancel the July 21, 2025 meeting. The next meeting will be held on July 8, 2025.

SIXTH ORDER OF BUSINESS

Board Members' Comments/Requests

Asked for an update on the construction contract for the marina project, Ms. Sandy stated District Staff went through the procurement process on the third portion of the project. Of the two proposals submitted, one proposer was selected and awarded the contract. Unfortunately, the project is on pause until the contractor receives the Sovereign Submerged Land Lease as well as the permit from the Army Corps of Engineers. Staff is awaiting those items to be transmitted in order to proceed with placing the project under contract and continues communicating regularly with the selected contractor to update them on the current status. Staff is in talks with Rush Marine to proceed with a limited first phase of scope, which would include the CRA improvements, the kayak launch and portions of the dock.

Asked if the Board approved the contract with Rush Marine, in substantial form, Ms. Sandy stated it is included as part of the project manual and, unless the Agreement itself substantially deviates from what was included in the project manual, it is typically not presented for approval; rather, it is presented for ratification.

Mr. Schilling stated Staff is phasing the contract, as Preston Hollow is considering not building the entire marina at one time. Staff is basically splitting the marina project into phases and adjusting the contract. The intent would be to obtain approval for Phase 1 and have Rush Marine under contract for Phase 1 by the end of the month, to comply with the CDD's deadline with the City. However, Staff will not release a notice to proceed to Rush Marine until the lease is executed.

Asked about the tax credit funds, Mr. Wrathell stated the CDD received \$350,000 in voluntary tax credit funds, to be used for either Operation and Maintenance (O&M) expenditures or capital needs. The credits were included in the General Fund as a committed

reserve for O&M or capital projects. He asked for authorization to utilize the voluntary tax credit funds for capital project needs for the benefit of the CDD.

On MOTION by Ms. Bock and seconded by Mr. von der Osten, with all in favor, authorizing the District Manager to utilize voluntary tax credit funds for capital project needs, was approved.

SEVENTH ORDER OF BUSINESS

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

No members of the public spoke.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Bock and seconded by Mr. von der Osten, with all in favor, the meeting adjourned at 1:16 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

DISTRICT COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<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 11, 2025	Special Meeting	12:00 PM
June 16, 2025 CANCELED NO QUORUM	Regular Meeting	1:30 PM
July 8, 2025 CANCELED	Special Meeting <i>Approval of Riversedge Park Maintenance Agreement</i>	1:30 PM
July 21, 2025 CANCELED	Regular Meeting	1:30 PM
August 18, 2025	Public Hearing & Regular Meeting <i>Adoption of FY2026 Budget</i>	1:30 PM

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
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.*