3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817 Phone 407-723-5900; Fax 407-723-5901 http://northriverranchisd.com/

The following is the agenda for the meeting of the Board of Supervisors for the North River Ranch Improvement Stewardship District scheduled to be held November 8, 2023, at 1:00 P.M. at 8141 Lakewood Main Street, Bradenton, FL 34202. The following is the proposed agenda for this meeting.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: 1-844-621-3956 Participant Code: 2536 634 0209

BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Call to Order
- Roll Call to Confirm Quorum
- Public Comment Period [for any members of the public desiring to speak on any proposition before the Board]
- 1. Consent Agenda
 - 1) Minutes of the October 10, 2023, Board of Supervisors' Meeting
 - 2) Mike Armstrong CO #3 Ft Hamer 2nd Extension
 - Maverick Proposal Kiosk Shade Structure NRR 4A
 - 4) Maverick Proposal Kiosk Shade Structure NRR 4B
 - **5)** Aqua Plumbing & Air Proposal Dog Park Fountain
 - 6) Bay Area Bobcat Estimate Material Removal at Arrow Creek Dr. & Richmond Trail
 - 7) GeoPoint Surveying Proposal NRR Amenity
 - 8) Steadfast Maintenance Contract for East Side Buffer
 - 9) Steadfast CO # 1 2 for NRR Riverfield East Side Buffer
 - 10) Sunrise Irrigation Repairs Proposal Controller 8 Filter Assembly Replacement
 - 11) Sunrise Irrigation Repairs Proposal Lift Station Controller C
 - 12) Sunrise Plant Replacement Work Order 1514
 - 13) Sunrise Sod Replacement Work Order 1398
 - 14) Sunrise Moccasin Wallow and Fort Hamer Berm Replacements
 - 15) Sunrise Irrigation Work Order 8250
 - **16)** Santos USA Construction Proposal for Pavers Brightwood
 - 17) Santos USA Construction Proposal for Pavers Riverfield
 - 18) CRS Proposal Brightwood Pavilion Waterproofing
 - 19) Bliss Products Change Order ADD PIP
 - 20) Bliss Products Proposal Playground Mulch
 - 21) BDG Professional Services Agreement for NRR Phase IV-E&F
 - 22) M&J Cleaning Proposal Riverfield Cushions
 - 23) Securiteam Canyon Creek Townhomes Agreement



- 24) Mike Armstrong CO #4 Ft Hamer 2nd Extension
- 25) Bay Area Bobcat Touch-A-Truck Cleanup Proposal
- 26) RIPA & Associates Isabella Ct. Swale Repair
- 27) RIPA & Associates Dog Park Car Park Remediation
- 28) Sunrise Work Orders 8195, 8317, 8319 & 8320 Irrigation Repairs
- 29) RIPA & Associates Water & Reclaim Distribution
- 30) Steadfast Proposal NRR4B Clearing
- 31) Securiteam Commercial Security Lease
- 32) Payment Authorizations Nos. 048 051
- 33) Funding Requests Nos. 350 360
- 34) Series 2023 Neighborhood Infrastructure Requisitions Nos. 045 048
- 35) District Financial Statements

Business Matters

- 2. Consideration of Resolution 2024-03, Assessment Resolution for Bond Series 2023A
- 3. Consideration of Resolution 2024-04, Adopting an Amended Budget for FY 2023
- 4. Consideration of Woodruff & Sons CO No. 8 Fort Hamer Road 2nd Extension
- 5. Consideration of Welch Tennis Courts Pickleball Court Proposal
- 6. Consideration of U.S. Bank Money Market Deposit Account Authorization Form
- 7. Consideration of United Rentals Trailer Rental Proposal

Other Business

Staff Reports

District Counsel District Engineer District Manager

Field Manager

Lifestyle Manager

Supervisor Requests and Comments

Adjournment



Consent Agenda

Minutes of the October 10, 2023 Board of Supervisors' Meeting

MINUTES OF MEETING

NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES Wednesday, October 11, 2023, at 1:00 p.m. 8141 Lakewood Main Street, Bradenton, FL 34202

Board Members present via phone or in person:

Pete Williams Chairperson
Janice Snow Vice Chairperson
John Leinaweaver Assistant Secretary
John Blakley Assistant Secretary
Dale Weidemiller Assistant Secretary

Also present via phone or in person:

| Vivian Carvalho | PFM Group Consulting LLC – District Manager | |
|------------------|--|-------------|
| Venessa Ripoll | PFM Group Consulting LLC – District Manager | (via phone) |
| Jorge Jimenez | PFM Group Consulting LLC – ADM | (via phone) |
| Amanda Lane | PFM Group Consulting LLC – District Accountant | (via phone) |
| Kevin Plenzler | PFM Financial Advisors LLC | (via phone) |
| Jonathan Johnson | Kutak Rock LLP – District Counsel | (via phone) |
| Rob Engel | Stantec- District Engineer | (via phone) |
| Tom Panaseny | Neal Communities – Developer | (via phone) |
| Jim Schier | Neal Communities – Developer | |
| Sarah Warren | Neal Communities – Developer | (via phone) |
| Andy Richardson | Neal Communities – Developer | (via phone) |
| Misty Taylor | Bryant Miller Olive | (via phone) |
| Chris Fisher | Clearview Land | (via phone) |
| Crystal Scherer | Lifestyle Director | (via phone) |
| John McKay | J.H. McKay LLC | |

FIRST ORDER OF BUSINESS

Administrative Matters

Call to Order and Roll Call

The Board of Supervisors' Meeting for the North River Ranch ISD was called to order at 1:03 p.m. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above either in person or via speakerphone.

Public Comment Period

There were no public comments at this time.

Consent Agenda

- 1) Minutes of the September 13, 2023, Board of Supervisors' Meeting
- 2) Bliss Products See Saw Assembly at Brightwood Playground
- 3) Aqua Plumbing & Air Monument Outlet Proposals
- 4) GeoPoint Surveying Miscellaneous Services NRR Phase 4E & F
- 5) Lester M Neely III Seeding Proposal for NRR 4E & F
- 6) Glass Doctor Window Repair at Brightwood Pavilion
- 7) FitRev Proposal for Gym Repairs at Brightwood
- 8) Sunrise Landscape Annuals Replacement
- 9) Steadfast CO 1 for NRR East Side Buffer Ligustrum/Palm Additions
- 10) Steadfast CO 2 for Buffers
- 11) Securiteam Repairs at Riverfield Verandah
- 12) Robertson Billiard Supplies Proposal for Game Tables at Brightwood Pavilion
- 13) Bay Area Bobcat Proposal to Spread Excess Dirt at Plum River Rd. & Rolling Fork Trail
- 14) Bay Area Bobcat Proposal for Yard Drains at Warm Springs Circle Park
- 15) Bay Area Bobcat Proposal for Bike Repair Station
- 16) Bay Area Bobcat Proposal for Mailbox Kiosk Recenter
- 17) Terracon CO No. 1 for Fort Hamer Bella Lago to Road FF
- 18) Florida Premier Turf Farms Proposal for Landscaping

- 19) Bay Area Bobcat Proposal for 4B Park Hill Slide Concrete
- 20) Bay Area Bobcat Proposal for Pond Bank Cleanup
- 21) Payment Authorizations Nos. 045 047
- 22) Funding Requests Nos. 339 349
- 23) Series 2023 Master Infrastructure Amenity Requisitions Nos. 001 036
- 24) Series 2023 Neighborhood Infrastructure Requisitions Nos. 001 044 25) District Financial Statements.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the Consent Agenda, Items 1 - 25.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of the Supplemental Engineer's Report for Series 2023A

Mr. Fisher provided an overview of the report. He stated that the cost for the next phase of development is estimated at \$7,300,000 which includes certain master infrastructure improvements related to the master recreational facilities and the extension of Fort Hammer Road and North River Ranch Trail. This is for future Phases 1 & 2.

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board accepted the Supplemental Engineer's Report for Series 2023A.

Consideration of the Supplemental Assessment Methodology Report for Series 2023A

Mr. Plenzler provided an overview of the report. The Board reviewed the tables from the report.

ON MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board accepted the Supplemental Assessment Methodology Report for Series 2023A.

Consideration of the Legal Description

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved of the Legal Description.

Consideration of Resolution 2024-01, Bond Delegation Award Resolution Series 2023A

- a. Exhibit A: Form of Supplemental Trust Indenture
- b. Exhibit B: Form of Purchase Agreement
- c. Exhibit C: Preliminary Limited Offering Memorandum
- d. Exhibit D: Form of Continuing Disclosure Agreement

Ms. Taylor provided an overview of the resolution. It authorizes not to exceed \$12,000,000 for the 2023A Bond and approves the forms of various documents in order to complete the bond closing. The District issued the first series of bonds back in April. She noted that it approves and negotiates a sale and appoints MBS Capital Markets as the underwriter.

ON MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved Resolution 2024-01, Bond Delegation Award Resolution Series 2023A in substantial form.

Consideration of the Supplemental Engineer's Report for Series 2023B

Ms. Carvalho noted that there had been some changes to the report. Mr. Fisher stated that the acreage has gone down from 388 to 384 due to changes in the Townhomes project. This will include certain portions of the master infrastructure related to the Fort Hammer Road extension, the North River Ranch Trail, and the recreational amenities totaling approximately \$8,700,000.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board accepted the Supplemental Engineer's Report for Series 2023B.

Consideration of the Supplemental Assessment Methodology Report for Series 2023B

Mr. Plenzler stated that the preliminary estimate of the Series 2023B bonds is about \$11,135,000. Mr. Williams suggested a change to the wording of Table 6 under Assessment Roll to reflect the acreage change referenced earlier.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board accepted the Supplemental Assessment Methodology Report for Series 2023B with the suggested change.

Consideration of the Legal Description

ON MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved of the Legal Description.

Consideration of Resolution 2024-02, Bond Delegation Award Resolution Series 2023B

- a. Exhibit A: Form of Supplemental Trust Indenture
- b. Exhibit B: Form of Purchase Agreement

c. Exhibit C: Preliminary Limited Offering Memorandum

d. Exhibit D: Form of Continuing Disclosure Agreement

Ms. Taylor provided an overview of the resolution. The not to exceed amount for the B Bonds is \$13,000,000.

ON MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved Resolution 2024-02, Bond Delegation Award Resolution Series 2023B in substantial form.

Consideration of Disclosure of Public Financing (Series 2023)

Mr. Johnson suggested approval in substantial form.

ON MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved the Disclosure of Public Financing (Series 2023) in substantial form.

Consideration of Supplement to Investment Banking Agreement with MBS Capital Markets

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the Supplement to Investment Banking Agreement with MBS Capital Markets.

Consideration of Southern Land Services Proposal for Retaining Wall ON MOTION by Mr. Leinaweaver, seconded by Ms. Snow, with all in favor, the Board approved the Supplement to Investment Banking Agreement with MBS Capital Markets.

Consideration of Maverick Building Solutions Proposal for CBU Mailboxes

ON MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Maverick Building Solutions Proposal for CBU Mailboxes.

Consideration of Maverick Building Solutions Proposal for Decorative Street Signage

ON MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Maverick Building Solutions Proposal for Decorative Street Signage.

Consideration of RIPA & Associates CO Nos. 2 – 3 for NRR 4C – Amenity Center

NO. 2 is for placing, compacting, and planting at the amenity center, it represents an increase of \$212,374.59. NO. 3 is for digging to avoid existing trees and deductions for water and reclaimed mains, it represents an increase of \$39,732.40.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the RIPA & Associates CO Nos. 2-3 for NRR 4C – Amenity Center.

Consideration of RIPA & Associates CO Nos. 2 – 3 for NRR 4C1 – Mass Earthwork

NO. 2 is for a deduction to remove phases D, E, & F and to add some storm water and earthwork into the contract, it represents an overall decrease to the contract of \$1,875,000.80. NO. 3 is to place and compact from a pond into a stockpile, it represents an increase of \$61,093.

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved the RIPA & Associates CO Nos. 2 – 3 for NRR 4C1 – Mass Earthwork.

Consideration of RIPA & Associates CO No. 2 for NRR Ph IV-C Roadways & Utilities (Infrastructure)

The Change Order is for materials needed for RCP and adding HP pipes to save money, as well as an increase for excavation, it represents a decrease in the contract of \$67,522.24.

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved the RIPA & Associates CO No. 2 for NRR Ph IV-C Roadways & Utilities (Infrastructure).

Consideration of Woodruff & Sons CO No. 7 for Fort Hamer Road 2nd Extension

The Change Order represents changes in storm structures, adding cement curbs, and material overruns, it represents an overall increase to the contract of \$55,536.06.

ON MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Woodruff & Sons CO No. 7 for Fort Hamer Road 2nd Extension.

Consideration of CO No. 1 Under WA No. 5 NRR Phase 2 – Roadway and Utility Infrastructure Project

The Change Order represents various exercises involved in looking at various configurations to accommodate the development parcels that are ongoing, it represents an increase of the contract of \$51,000.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the CO No. 1 Under WA No. 5 NRR Phase 2 – Roadway and Utility Infrastructure Project.

Consideration of CO 8 to WA No. 1 for Professional Services Proposal for NRR ISD General District Engineer Services for FY 2023-2024

This represents an increase of \$50,000.

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved the CO 8 to WA No. 1 for Professional Services Proposal for NRR ISD General District Engineer Services for FY 2023-2024.

Consideration of RIPA & Associates CO No. 1 for NRR 4B

The Change Order is for flat work and a fuel surcharge; it represents an increase of \$55,132.92.

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved the RIPA & Associates CO No. 1 for NRR 4B.

Consideration of Sunrise Proposal for Bismark Palm Replacement

ON MOTION by Ms. Snow, seconded by Mr. Williams, with all in favor, the Board approved the Sunrise Proposal for Bismark Palm Replacement.

Consideration of FitRev Proposal for Treadmill Repair

ON MOTION by Ms. Snow, seconded by Mr. Williams, with all in favor, the Board approved the FitRev Proposal for Treadmill Repair.

Consideration of Steadfast Proposal for Landscaping

Mr. Richardson noted that this was for the removal of exotic and invasive species.

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved the Steadfast Proposal for Landscaping.

Consideration of Bliss Products Proposal for Bench Replacement

ON MOTION by Ms. Snow, seconded by Mr. Blakley, with all in favor, the Board approved the Bliss Products Proposal for Bench Replacement.

Consideration of Letter of Recommendation for NRR Phase 2 Master Infrastructure

Mr. Engel provided an overview of the letter of recommendation. RIPA had submitted the lowest bid at \$8,175,000.00.

ON MOTION by Mr. Weidemiller, seconded by Ms. Snow, with all in favor, the Board approved the Letter of Recommendation for NRR Phase 2 Master Infrastructure for RIPA & Associates.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

| District Counsel – | Mr. Johnson stated that they have received the requested "no objection" letter from Manatee County relative to the amendment of the district's boundaries. They appeared in front of the local Manatee County legislative delegation last week and received unanimous approval. They are in the process of placing the required advertisements. |
|------------------------------|---|
| District Engineer – | No report. |
| District Manager – | Ms. Carvalho stated that the next Board meeting is scheduled fo November 8, 2023, at 1:00 p.m. |
| Field Manager – | No report. |
| Lifestyle Manager – | No report. Audience Comments and Supervisor Requests |
| equipment that is being repa | anagement team could look at the Brightwood lease for the fitness red and explore options of renewing the lease with new equipment |
| FOURTH ORDER OF BUSIN | <u>IESS</u> Adjournment |
| 1 | seconded by Mr. Leinaweaver, with all in favor, the October 11, s Meeting for the North River Ranch Improvement Stewardship 35 p.m. |
| | |
| Secretary / Assistant S | Chairperson / Vice Chairperson |

Mike Armstrong CO #3 Ft Hamer 2nd Extension



Change Order

Order #3

Order Date: 10/05/23

To: North River Ranch Stewardship District Lakewood Ranch, FL.

Owner:

Contractor:

Project: NRR FT HAMER 2ND EXTENSION

HAVCDDFHR - Landscaping

| pay for the followin Ordered By: | es to perform and the owner agree g changes to this contract. | Gustomer Order: | Spec | Plans Attached |
|-----------------------------------|--|---------------------------|----------|----------------|
| Description of Wo | ork - | × - | | Amount |
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| legative changes will lo | ower the overall contract onal payment by owner. | Requested Amount of Chang | ge . | \$2,100.00 |
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Date:

Date:

Maverick Proposal Kiosk Shade Structure NRR 4A

CBU PAD SHELTER ESTIMATE Spruce River/ Great Brook Shelter

HAVCDDGEN - Amenities Non- Entry

Estimate Total (USD) \$4,300.00

BILL TO Neal Land

Andy Richardson

Estimate Number: 111

Estimate Date: October 9, 2023

Valid Until: November 20, 2023

| arichardson@nealla | ınd.com |
|--------------------|---------|

| ITEMS | QUANTITY | PRICE | AMOUNT |
|--|----------|-----------------------|------------|
| Installation Covers full installation of Sunguard T style 14'x28' Shade Structure. Covers all materials and miscellaneous items needed outside of 2 concrete footers, 1yd and half of 3000 psi concrete with fiber and any changes needed to make during installation process. | 1 | \$3,100.00 | \$3,100.00 |
| Permitting fees Covers all engineering stamping, and permitting fees associated with project for city/municipality needed for approval of installation and inspection. | 1 | \$1,200.00 | \$1,200.00 |
| | | Subtotal: | \$4,300.00 |
| | | Total: | \$4,300.00 |
| | | Estimate Total (USD): | \$4,300.00 |

Notes / Terms

To initiate the project, a 50% invoice payment is required upon proposal approval, with the remaining balance due upon project completion and satisfaction. We assure you of our commitment to deliver high-quality results and maintain open communication throughout the project's duration.

We take pride in all we do and strive to be the best service you will encounter during the construction process. We thank you and look forward to earning your business.



MAVERICK BUILDING SOLUTIONS

805 Charles Boulevard Oldsmar, Florida 34677 **United States**

Contact Information Mobile: 205-704-9412 Phillip@maverickbuildingsolutions.com

10/10/23

Maverick Proposal Kiosk Shade Structure NRR 4B

CBU PAD ESTIMATE Halls Stream/ Patterson Pad Shelter

Estimate Total (USD) \$14,550.00

BILL TO

Neal Land Andy Richardson

HAVCDDGEN - Amenities Non-Entry

arichardson@nealland.com

Estimate Number: 112

Estimate Date: October 9, 2023

Valid Until: November 8, 2023

| ITEMS | QUANTITY | PRICE | AMOUNT |
|--|----------|-----------------------|-------------|
| Installation Covers full installation of Sunguard T style 12x24 Shade Structure. Covers all materials and miscellaneous items needed outside of 2 concrete footers, 1-1/2 yd of 3000 psi concrete with fiber and any changes needed to make during installation. process. | 1 | \$2,900.00 | \$2,900.00 |
| Permitting fees Covers all engineering stamping, and permitting fees associated with project for city/municipality. | 1 | | |
| CBU Shelter T-Style 12x24 Quick and easy Turnbuckle Tensioning, powder coat, Fabric covered shelter 2 pole structure. Direct Embedment poles for concrete pad sized 9'x19'. Price covers all shipping and delivery fees (\$2250) as well as any additional engineer sealed stamping needed from original drawings. | 1 | \$10,450.00 | \$10,450.00 |
| | | Subtotal: | \$14,550.00 |
| | | Total: | \$14,550.00 |
| | | Estimate Total (USD): | \$14,550.00 |



MAVERICK BUILDING SOLUTIONS

805 Charles Boulevard Oldsmar, Florida 34677

United States

Page 1 of 2 for CBU Pad Estimate #112

Contact Information

Mobile: 205-704-9412 Phillip@maverickbuildingsolutions.com

\$14,550.00

CBU PAD ESTIMATE Halls Stream/ Patterson Pad Shelter

Notes / Terms

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We take pride in all we do and strive to be the best service you will encounter during the construction process. We thank you and look forward to earning your business.



MAVERICK BUILDING SOLUTIONS 805 Charles Boulevard Oldsmar, Florida 34677 United States Contact Information
Mobile: 205-704-9412
Phillip@maverickbuildingsolutions.com

Aqua Plumbing & Air Proposal Dog Park Fountain



HAVCDDGEN-AMENITY/NON ENTRY

Date: 10/08/2023

North River Ranch Improvement Stewardship District C/O Jeff Ramer 9308 Fort Hammer Rd. Parrish Fl. 34219 jrramer@nealland.com

941-376-8495

We propose to provide labor and materials for the following:

- Permit.
- Install new 3/4" RPZ backflow device at proposed meter location.
- Install new PVC water line form backflow device to existing PVC installed by others.
- Install drain per Manatee County spec.
- Form and pour concrete pad.
- Install customer supplied water fountain/dog fountain.
- Call for inspections.
- Return to back fill and clean up.

COST COMPLETE: \$6,850.00

Terms: 50% due prior to start of job. Balance due upon completion.

The following is **not included**:

1. Work outside the scope of this proposal.

If you have any questions concerning this proposal, please do not hesitate to call me at 366-7676 Ext. 108

Respectfully Submitted, Kelly Jackson Assistant Plumbing Service Manager Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Authorized Signature: Date of acceptance Florida Homeowner's Recovery Fund: Payment, up to a limited amount, may be available from the Florida Homeowner's Construction Recovery Fund if you lose money on a project performed under

contract, where the loss results from specified violations of Florida law by a licensed contractor. For information about the recovery fund and filling a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: 2601 Blairstone Rd, Tallahassee FL 32399 - Phone 850-487-1395

> Approved and accepted by: Pete Williams, Chairman Date: 10/10/23

Bay Area Bobcat Estimate
Material Removal at Arrow Creek Dr.
& Richmond Trail

ESTIMATE



MOCCDD- CONDUIT/CRSNG

Bay Area Bobcat Estimate # 53

12402 Lago Way Riverview, Florida 33579 Phone: (813) 927-2204

Email: JohnnyW2285@yahoo.com

Description Total

Load, Haul & Dump Debris.

\$1,250.00

10/10/2023

Site Location: Arrow Creek Dr. & Richmond Trail - Vacant lots.

Site Work: Load, Haul & Dump random construction debris from vacant lots along Richmond Trail. Load construction debris with bobcat into dump trailer, Haul to nearest dump and dispose of.

Total Cost Includes- Time, Labor, Equipment and Dump Fees.

Subtotal \$1,250.00

Date

Total \$1,250.00

Approved and accepted by:_

Pete Williams, Chairman

Date:___10/11/2023___

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By signing this document, the customer agrees to the services and conditions outlined in this

GeopPoint Surveying Proposal NRR Amenity



PROPOSAL/AUTHORIZATION FOR WORK

To: North River Ranch ISD

Date:

October 11th, 2023

5824 Lakewood Ranch Boulevard

Sarasota, Florida 34240

Attn: Andy Richardson

Re: North River Ranch, Amenity

We hereby propose to do the following work:

| Task | Description: | Hourly Budget Not To Exceed |
|------|---|-----------------------------|
| 1 | Amenity Building & Tie in Miscellaneous Surveying Services NOTE: GeoPoint will perform Miscellaneous and Additional Services on an Hourly Basis with an approximate Budget number. Should the Budget number be reached, GeoPoint will send an additional Lump Sum work order for the remaining balance. | \$20,000 |

All work herein is subject to the conditions described in Exhibit "A" attached herewith and made a part of this "Authorization for Work". This proposal is valid for 30 days from today, October 11th, 2023.

GeoPoint Surveying, Inc.

By:_

Justin Brantley P.S.M.

Vice President, Owner

ACCEPTANCE: North River Ranch

120

3v:

(Authorized Signature)

Doto:

williams onairman

(Print Name & Title)

Please return one signed copy to: Proposals@geopointsurvey.com

File Name: J:\North River Ranch\Contracts\Nealland\Amenity Building & Tie In Miscellaneous Services aw.JOB 10.11.2023

Attachment "A" Terms and Conditions

All fees stated in this Contract shall be payable in full, in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at GeoPoint Surveying, Inc.'s prevailing hourly rates, subject to any agreed upon limits.

In addition to the fees in this Contract, we charge all out-of-pocket expenses such as photocopying, long distance telephone calls, postage, etc. These expenses will be charged to the Client at GeoPoint Surveying, Inc.'s cost.

Work will be billed on the 20th of each month under the terms of this Contract or upon completion, and GeoPoint Surveying, Inc. shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due GeoPoint Surveying, Inc. for services within 30 days of the invoice date, the amount(s) due shall accrue interest at the rate of 1 $\frac{1}{2}$ percent per annum, and shall be calculated from the first day that the payment is deemed late pursuant to this Section.

In the event this Contract is terminated prior to completion, GeoPoint Surveying, Inc. shall be entitled to payment for services performed as of the date of termination, plus all out-of-pocket expenses.

Client shall indemnify, defend and hold harmless GeoPoint Surveying, Inc., from and against any claims, liabilities, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) GeoPoint Surveying, Inc., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this Contract, except to the extent such claims arise from the gross negligence or intentional misconduct of GeoPoint Surveying, Inc.

The prevailing party in any litigation between the parties relating to or arising out of this Contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

The Client, upon executing this Contract authorizes the work described within the Scope of Services Section of this Contract and does so on behalf of the owner of the subject property, and warrants that the Client has authority to sign the Contract.

All documents, including but not limited to drawings, reports, and electronic data which have been or will be prepared, designed, written or developed by GeoPoint Surveying, Inc., in any form or fashion while rendering services to Client or that pertain to the work performed under this Contract (the "**Documents**") are the sole property of GeoPoint Surveying, Inc. Client may not use or modify such Documents on other projects or extensions of this project without the prior written approval of GeoPoint Surveying, Inc. Client agrees that GeoPoint Surveying, Inc. shall be considered the author of the Documents for all purposes and the owner of all the rights comprised in the undivided copyright (and all reissues, renewals and extensions thereof) in and to the Documents and of any and all corresponding intellectual property rights. Notwithstanding any provision in this Contract to the contrary, in the event of a default by Client including, without limitation, any failure to pay amounts due within 30 days of invoice date, GeoPoint Surveying, Inc., shall be entitled to exclusive possession of any and all of the Documents prepared pursuant to this Contract and Client shall have no rights in the Documents.

Attachment "A" Terms and Conditions

This Contract and the rights of the signers under this Contract shall be governed by the laws of the State of Florida, without reference to the choice of law principles thereof. The exclusive venue for all actions to enforce or interpret the provisions of this Contract will be courts of the State of Florida or of the United States having jurisdiction over Hillsborough County, Florida. All parties irrevocably waive any objection they may have to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court, irrevocably waives any claim that any such suit, action or proceeding so brought has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

Your acceptance of this proposal shall constitute a Contract between the Client and GeoPoint Surveying, Inc.

Client agrees not to assign this Contract or any part hereof without the prior written consent of GeoPoint Surveying, Inc. which consent may be withheld by GeoPoint Surveying, Inc. for any reason it deems appropriate in its sole discretion. GeoPoint Surveying, Inc. may assign or transfer this Contract or any of its rights or obligations hereunder without the prior written consent of Client. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.

GeoPoint Surveying, Inc., in furnishing the services under this Contract, is acting only as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. GeoPoint Surveying, Inc. does not undertake by this Contract or otherwise to perform any obligations of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Nothing contained in this Contract shall be construed to create a joint venture or partnership between the parties.

The exhibits and other attachments to this Contract are hereby incorporated by reference and made part hereof. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and there are no restrictions, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Contract may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought.

The waiver by either of the parties of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.



Attachment "B" Hourly Rates Schedule (Affective January 2022)

Personnel Hourly Rates:

| Surveying & Mapping | • | |
|---|---------------|---------------|
| Project Manager, P.S.M. | | \$ 190 / hour |
| Project Surveyor, S.I.T. | | \$ 150 / hour |
| Project Surveyor | | \$ 140 / hour |
| Chief of Field Crews | | \$ 135 / hour |
| Sr. Survey Technician | | \$ 130 / hour |
| Survey Technician | | \$ 100 / hour |
| Sr. Survey Crew Chief | | \$ 110 / hour |
| Survey Crew Chief | | \$ 95 / hour |
| Survey Jr. Crew Chief | | \$ 75 / hour |
| Survey Instrument Operator | | \$ 65 / hour |
| Survey Crew Member | | \$ 55 / hour |
| | | ,, |
| Remote Sensing | | |
| Project Lead Analyst | | \$ 185 / hour |
| Sr. Remote Sensing Analyst | | \$ 150 / hour |
| Remote Sensing Analyst | | \$ 110 / hour |
| | | |
| Subsurface Utility Exploration | | |
| S.U.E. Project Manager | | \$ 180 / hour |
| S.U.E. Manager | | \$ 150 / hour |
| S.U.E. Technician (Office) | | \$ 120 / hour |
| Sr. S.U.E. Designator | | \$ 95 / hour |
| S.U.E. Designator | | \$ 85 / hour |
| Jr. S.U.E. Designator | | \$ 75 / hour |
| S.U.E. Crew Member | | \$ 70 / hour |
| | | |
| Equipment l | Hourly Rates: | |
| Remote Sensing | | |
| UAS – LiDAR & Photogrammetry | | \$ 300 / hour |
| Mobile LiDAR | | \$ 275 / hour |
| Terrestrial LiDAR | | \$ 250 / hour |
| USV – Hydrographic Echo Sounder | | \$ 200 / hour |
| | | |
| Subsurface Utility Exploration | | |
| Vacuum Excavation Truck | | • |
| Pipe/Conduit Video Camera | | \$ 100 / hour |
| _ , , , , , , , , , , , , , , , , , , , | | 0 . DI 4751 |
| Expenses – Including Consultants: | | Cost Plus 15% |

Steadfast Maintenance Contract for East Side Buffer



Steadfast Maintenance Division

30435 Commerce Drive, Suite 102 San Antonio, FL 33576

844-347-0702 | office@steadfastalliance.com

Landscape Maintenance Contract North River Ranch

East Side Buffer & Adjacent Pond Bank

5824 Lakewood Ranch Blvd. Sarasota, FL 34240

May 16th, 2023

North River Ranch C/O North River Ranch Improvement Stewardship 3501 Quadrangle Boulevard, Suite 270 Orlando, FL 32817 Attn: lanea@pfm.com

We appreciate the opportunity to present this proposal to show how Steadfast will enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property within your service and budget considerations.

We hereby propose the following for your review:

Option A

| Option A | • | |
|--|-------------------|--------------|
| Service | Monthly | Annually |
| Mow Buffer & Pond | \$4,000.00 | \$48,000.00 |
| Option B | \supset | Initial: |
| Service | Monthly | Annually |
| Mow Buffer & Pond + Spray Shell Path & Viburnum Hedge Line | \$4,500.00 | \$54,000.00 |
| | | Initial: |
| Canal Ba | ınk | |
| Service | Monthly | Annually |
| Canal Bank Maintenance | Pricing Available | Upon Request |

Agreement

The contract will run for one year starting 26 20 If upon expiration of this agreement, neither party has signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, hereafter referred to as Landscaper, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licensees will be provided if requested by client. Landscaper will also provide workman's compensation and proof thereof of employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.



Steadfast Maintenance Division 30435 Commerce Drive, Suite 102

San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

Landscape Maintenance Program

- 1. <u>Mowing</u>: Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean, and uncluttered appearance at least 40 times per calendar year depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March. Lake banks and retention areas will be mowed to the water's edge. Retention areas too wet for mowing will be mowed once ground is firm enough for normal safe operation.
- 2. <u>Turf Trimming</u>: Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed eaters. When weed eating, a continuous cutting height will be maintained to prevent scalping.
- 3. <u>Edging</u>: All turf edges of walks, curbs, and driveways shall be performed every mowing. A soft edge of all bed areas will be performed every other mowing. A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.
- 4. <u>Pruning</u>: All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of 12 times per calendar year to ensure the following:
 - a. Maintain all sidewalks to eliminate any overhanging branches or foliage, obstructing pedestrian, or motor traffic.
 - b. Retain the individual plant's natural form and prune to eliminate branches, which rub against walls and roofs.
 - c. The removal of dead, diseased, or injured branches and palms will be performed as needed.
 - d. Ground covers and vines maintain a neat, uniform appearance.
- 5. <u>Weeding</u>: Weeds will be removed from all plants, tree, and flower beds once a month during the non-growing season and twice a month during the growing season (12 times per year) or as necessary to keep beds weed free. Manual (hand pulling) and chemical (herbicides) will be used as control methods.
- **6.** <u>Clean-Up</u>: All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the common areas before each mowing. Trash shall be disposed of offsite.

Service Location

5824 Lakewood Ranch Blvd., Sarasota, FL 34240





Steadfast Maintenance Division

30435 Commerce Drive, Suite 102 San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

| Option A | - |
|------------------------------|---|
| Option B | * |
| Option A Option B Canal Bank | |

Compensation

Contractor agrees to provide all the above services for the fees listed above and is to be paid monthly. An invoice will be delivered the first of the month. It is agreed that the invoice will be paid within 30 days of submittal.

Conditions:

This contract is for a period of (12) twelve months. Either party may cancel this contract, with or without cause, with a sixty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

In witness, whereof the parties to this agreement have signed and executed it this 2011 day of

Droth Come Carry In Playment

| Company: | SHIP DISTRICT Company: Steadfast | |
|--|---|--|
| Print Name: P. WIL | Print Name: Chris Wallen | |
| x 3 | X Chn Walle | |
| Signature of Owner or Ag Title | gent Signature of Owner or Agent Title | |
| Iling Information Client Business Name: | Client Contact Name: | |
| ent Contract Number: | Client Contact Email: | |
| ling Business Name: | Billing Contact Name: | |
| | | |
| lling Contact Phone: | Billing Contact Address: | |
| illing Contact Phone: ny special billing requirements or notes? | Billing Contact Address: | |

RIVERFIELD OHM.

Steadfast CO #1 – 2 for NRR Riverfield East Side Buffer



Printed: Jun 8, 2023 30435 Commerce Drive Unit 102, San Antonio, FL 33576

Fax: 813-501-1432

Phone: 844-347-0702

Owner Info

Job Info

Neal Land & Neighborhoods 5824 Lakewood Ranch Blvd Sarasota, FL 34240

11510 Little River Way parish, FL 34219

Change Order ID

CO-SCA02121-0001

SCA02121 NRR Riverfield East Side Buffer

| COID | Created / Approved Date | | Price |
|------------------|-------------------------|--------------|------------|
| CO-SCA02121-0001 | Created: | May 24, 2023 | \$7,650.00 |

| | Description |
|--|-------------|
| NRR East Side Buffer -Ligustrum/Palm additions | |

| Items | Cost Types | Description | Qty / Unit | Unit Price | Price |
|---------------------------|------------|----------------------|------------|------------|------------|
| Ligustrum Ligustrum 3" | Material | Additional Ligustrum | 12 EA | \$525.00 | \$6,300.00 |
| Sabal Palms Sabal Palm | | | 5 EA | \$270.00 | \$1,350.00 |

| Status | Signature | Date |
|--------------|-----------|------|
| Approved by: | | |

| Approval | Comments |
|----------|----------|
|----------|----------|

Please Note: A signature of Approval OR Electronic Acceptance is required before change order is effective. This change order becomes part of the existing contract.

> TOTAL AMOUNT OF CHANGE ORDER APPROXIS: 5/24/25

\$7,650.00



Printed: Aug 18, 2023 30435 Commerce Drive Unit 102, San Antonio, FL 33576

Fax: 813-501-1432

Phone: 844-347-0702

Owner Info

Neal Land & Neighborhoods 5824 Lakewood Ranch Blvd Sarasota, FL 34240

Job Info

11510 Little River Way parish, FL 34219

Change Order ID

CO-SCA02121-0002

SCA02121 NRR Riverfield East Side Buffer

| CO ID | Created / Approved Date | | Price |
|------------------|-------------------------|--------------|-------------|
| CO-SCA02121-0002 | Created: | Jul 11, 2023 | \$12,950.00 |

Description

Buffer Behind Concrete Wall

Buffer behind Wall on the North side of the project.

| Items | Cost Types | Description | Qty / Unit | Unit Price | Price |
|---|--|--------------------------------------|------------|------------|------------|
| Live Oaks Southern Live Oak 30 G 2" Cal | | | 9 EA | \$270.00 | \$2,430.00 |
| Sweet Viburnum Viburnum Sweet 3gal | | | 130 EA | \$11.00 | \$1,430.00 |
| Aquatic Plantings Plant Material | | 900 Pickerall Weed 900 Canna Lily | 1800 EA | \$0.85 | \$1,530.00 |
| Canal Cleanups Clean-up | | Mow, Spray and clean up canals | 1 LS | \$3,000.00 | \$3,000.00 |
| Pine Bark Mulch Pine Bark Mulch | | | 20 CY | \$58.00 | \$1,160.00 |
| Demo/Prep Grading | | Removal of weeds, sod and grade | 1 LS | \$600.00 | \$600.00 |
| Irrigation Irrigation | And the second s | install 1 Drip Zone of irrigation | 1 LS | \$2,800.00 | \$2,800.00 |

| Status | Signature | Date |
|--------|-----------|---|
| | | 100000000000000000000000000000000000000 |

| Approved by:Status | Signature | Date |
|--------------------|-------------------|------|
| | Approval Comments | |

Please Note: A signature of Approval OR Electronic Acceptance is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

DATES : 9/01/23

\$12,950.00

Sunrise Irrigation Repairs Proposal Controller 8 Filter Assembly Replacement



Customer:

North River Ranch Grand River Parkway Parrish, FL 34219 Office # Cell #

Email: cvarah@nealland.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 10/12/2023

Irrigation Repairs Proposal 2023

As per proposal we completed the following repairs:

Control 8 - Battery Timers - Backflow in this location is damaged and needs to be replaced. (80 mesh 200 micron).

Parts list:

(1) yellow 80 mesh 200 micron reclaimed filter assembly.

Pricing includes all materials and labor to complete the above described work.

PROJECT TOTAL: \$522.00

Terms & Conditions

Ву

Tom Bryant

10/12/2023 **Date**

Sunrise Landscape

Sunrise Irrigation Repairs Proposal Lift Station Controller C



Customer:

North River Ranch Grand River Parkway Parrish, FL 34219 Office # Cell #

Email: cvarah@nealland.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 10/12/2023

Irrigation Repairs Proposal 2023

As per proposal we completed the following repairs:

Lift Station Controller C

(11201 - 11299 Little River Way) - remove and replace leaking drip zone valve.

Parts list:

- (1) 1 1/2" Hunter drip valve.
- (2) 2" male adapter.
- (1) 2" slip fix.
- (2) 2" coupling.

Pricing includes all materials and labor to complete the above described work.

PROJECT TOTAL: \$1,284.66

Terms & Conditions

Ву

Tom Bryant

Date

10/12/2023

Sunrise Landscape

Ву

Date

North River Ranch

Sunrise Plant Replacement Work Order 1514



Customer:

North River Ranch Grand River Parkway Parrish, FL 34219 Office # Cell #

Email: cvarah@nealland.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 9/12/2023

Plant Replacement 2023 (Work Order 1514)



This is a work order proposal to supply and install (15) #3 Flax Lily plants in pictured along Verandah pool fence line.

PROJECT TOTAL:

\$490.50

Terms & Conditions

Ву

Tom Bryant

Date

9/12/2023

Sunrise Landscape

Sunrise Sod Replacement Work Order 1398



Customer:

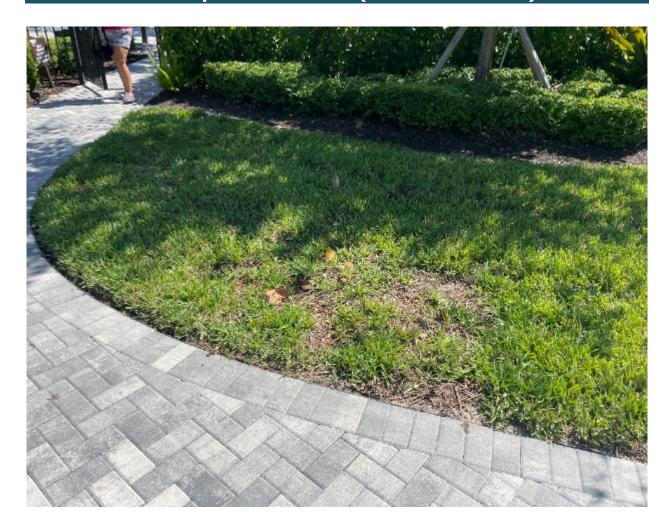
North River Ranch **Grand River Parkway** Parrish, FL 34219 Office # Cell #

Email: cvarah@nealland.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 9/12/2023

Sod Replacement 2023 (Work Order 1398)



This is a work order proposal to remove and replace the pictured dead Saint Augustine sod patches (+/- 200 square feet in total).

PROJECT TOTAL:

\$779.00

Terms & Conditions

Ву

Tom Bryant

Date

9/12/2023

Sunrise Landscape

Sunrise – Moccasin Wallow and Fort Hamer Berm Replacements



Customer:

North River Ranch Grand River Parkway Parrish, FL 34219 Office # Cell #

Email: cvarah@nealland.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 10/12/2023

Moccasin Wallow and Fort Hamer Berm Replacements 2023

This is a work order to remove and dispose of all listed plant materials below. Pricing includes installation of only 12 Eagleston Holly trees and 2 Red Cedar trees. ***Remaining Myrtle and Viburnum shrub replacement to be reassessed after tree replacements have been completed and are not included in this proposal.

Pricing also includes staking of new trees and any needed irrigation adjustments.

Plant listing:

- (12) Eagleston Holly +/- 12' @ \$1,375 each.
- (2) Red Cedar +/- 12' @\$1,062.50
- (37) Wax Myrtle Shrub #3
- (70) Wax Myrtle Shrub #7
- (32) Suspensum Viburnum #3

| _ | | - | | | |
|---|---|---|---|----|---|
| | _ | _ | _ | | |
| | 2 | п | n | г. | J |
| | _ | | • | | |

Subcontractor removal of all plant materials and installation of all new trees with machines \$3,861.00

Tree delivery fee \$357.50.

PROJECT TOTAL: \$22,843.50

Terms & Conditions

Ву **Tom Bryant** 10/12/2023 **Date**

Sunrise Landscape

Sunrise Irrigation Work Order 8250



5100 W Kennedy Blvd Ste 325 Tampa, FL 33609

Bill To PFM Group Consulting LLC 3501 Quadrangle blvd Suite 270 Orlando, FL 32817

Invoice 14098

| PO# | Date |
|------------|------------|
| | 10/24/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address | |
|---|--|
| North River Ranch Grand River Parkway Parrish, FL 34219 | |

Description Amount

#8250 - Irrigation Repairs 2023

This is a work order to complete the following repairs:

Location - Control C - 9339 Royal River Circle

Zone 41 and 42 - replaced 2 decoders and solenoids.

Zone 4 - replaced 1 popup (6") and nozzle (no charge).

Parts list:

(2) Hunter decoder.

(2) Hunter solenoid.

(8) DBRY connector.

(8) wire connector.

13/25/23

Pricing includes all materials and labor to complete the above

described work.

Irrigation Enhancement - 10/16/2023

\$1,127.80

Total \$1,127.80

Credits/Payments ______(\$0.00)

Balance Due \$1,127.80

Santos USA Construction Proposal for Pavers - Brightwood



Santos USA Construction

2114 17th Street, Sarasota FL 34234 9418931711 | info@santosusaconstruction.com | santosusaconstruction.com

RECIPIENT:

North River Ranch Improvement Stewardship ISD. 3501

Quadrangle Boulevard Suit 270 Orlando, Florida 32817 Phone: 4074894202

| Quote #3453 | |
|-------------|------------|
| Sent on | 10/12/2023 |
| Total | \$1,500.00 |

SERVICE ADDRESS:

11510 Little River Way Parrish, Florida 34219

| Product/Service | Description | Qty. | Unit Price | Total |
|-----------------|--|------|------------|---------------------|
| Repair | Cut the root of the trees and level the pavers in many areas. (see photos) | 1 | \$1,500.00 | \$1,500.00 * |

A deposit of \$750.00 will be required to begin.

3- 10/123

Total

\$1,500.00

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Santos USA Construction Proposal for Pavers - Riverfield



Santos USA Construction

2114 17th Street, Sarasota FL 34234 9418931711 | info@santosusaconstruction.com | santosusaconstruction.com

RECIPIENT:

North River Ranch Improvement Stewardship ISD. 3501

Quadrangle Boulevard Suit 270 Orlando, Florida 32817 Phone: 4074894202

| Quote #3454 | |
|-------------|------------|
| Sent on | 10/12/2023 |
| Total | \$1,500.00 |

SERVICE ADDRESS:

8414 Arrow Creek Drive Parrish, Florida 34219

| Product/Service | Description | Qty. | Unit Price | Total |
|-----------------|--|------|------------|---------------------|
| Repair | Adjust pavers (level/resand)glue with low cement and add grout (yellowish white); put back the pieces with cement(HO has the pieces, if necessary); adjust the border; put back the loose pieces; add polymeric sand (5 linear feet). | 1 | \$1,500.00 | \$1,500.00 * |
| | | | | Not included |
| Repair | Replacement of approx 5 bricks. (material included> a pallet of Tremron - 8x12 Shellstone - Light Huntington w/ 4x8 Charcoal border) | 1 | \$850.00 | \$850.00 * |
| Repair | The HO requested to replace these bricks, which would be around 5, but we don't have those in stock. We could order a pallet (we cannot order the unit). It would add \$850 to the quote and the material probably won't be ready until December. Let me know if you would like to replace those pavers or not. The quoted total doesn't include the material to be ordered. | | | |

A deposit of \$750.00 will be required to begin.

Con

10/0/23



Santos USA Construction

2114 17th Street, Sarasota FL 34234 9418931711 | info@santosusaconstruction.com | santosusaconstruction.com

Total

\$1,500.00

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

CRS Proposal – Brightwood Pavilion Waterproofing



650 Second Avenue South St. Petersburg, Florida 33701

Tel 727-895-7500 www.crsbuildingcorp.com

GENERAL CONTRACTOR CGC010350

LANCDDBW - AMENITY / NON ENTRY

October 19, 2023

Jeff Ramer Land Development Manager North River Ranch Improvement Stewardship District 5824 Lakewood Ranch Blvd. Sarasota, FL 34240

Re: Brightwood Pavilion Water Proofing Proposal

Dear Jeff:

Pursuant to our meeting at the above location regarding the Water Intrusion in both Store Rooms, we feel the following will need to be done.

- 1) Remove everything out of these Rooms and Cover the Electronics
- 2) Cut and Remove a portion of Drywall and Furring Strips about 6" above the Floor
- 3) Caulk between the Floor and the Masonry Wall joint with Water Proof Caulk
- 4) Roll 3 Coats of Red Guard on the Wall and over Caulk at Floor
- 5) Reinstall Furring Strips and Drywall
- 6) Install a PVC Base to Cover the Drywall Seam
- 7) Paint from Corner to Corner of each Room
- 8) Move all items removed above back into each Room

Cost to perform this work is \$2,750.00

CRS Building Corporation looks forward to working with you on this project. Should you have any questions, please do not hesitate to contact me.

Sincerely, CRS Building Corporation

Craig R. Sas, President

Acceptance of Proposal/Agreement

Accepted this _____ day of ______ day of ______,

Owner's Name

By:

Approved and accepted by:

Pete Williams, Chairman

Signature

Date: 10/19/2023

Bliss Products Change Order – ADD PIP



Bliss Products and Services, Inc 6831 S. Sweetwater Rd. Lithia Springs, GA 30122 (800) 248-2547 (770) 920-1915 Fax

Quote # **69265**

Sales Rep: Jim Carruthers jcarruthers@blissproducts.com

O: (239) 248-7023 F: (770) 920-1915 C: (239) 248-7023

LANCDDWL Parks

North River Ranch Improvement Stewardship District

Date 10/19/2023

\$9,484.00

Project CHANGE ORDER-

/2023 ADD PIP

Bill To

North River Ranch Improvement Stewardship District C/O PFM Group Consulkting 3501 Quadrangle Boulevard STE

270

Orlando, Florida 32817

Ship To

North River Ranch Improvement Stewardship District

North River Ranch

Improvement Stewardship

District

Contact

Andy Richardson Sr. L.D. Manager Phone: (941) 724-2819

Approximate Ship Date

2 WEEKS

Ship Via BEST WAY Terms

50% Down, Balance Due After

Installation

| Vendor | Part # | Description | Qty | Unit Price | Extended Price |
|--------|--|---|-----|-------------|----------------|
| SSM | CHANGE ORDER TO ADD PIP - SHAPE | INSTALL ADDITIONAL PIP TO BRING AREA TO APPROX 770 sqft. (THIS IS MORE THAN DOUBLE THE ORIGINAL SIZE) INCLUDES BASE AND LABOR TO RESHAPE PORTIONS OF THE HILL BY HAND | 1 | \$10,584.00 | \$10,584.00 |
| SSM | DISCOUNT | CONTRACTOR DISCOUNT | 1 | -\$1,100.00 | -\$1,100.00 |
| Note: | | THIS PROPOSAL IS A CHANGE ORDER TO ADD TO ORIGINAL QUOTE # 68435 FOR THE ORIGINAL PIP AREA. PRICE IS IN ADDITION TO 68435 | | | |

 Sub Total
 \$9,484.00

 Freight
 0.00

 Tax
 0.00

Financing as low as \$235.20 / month may be available pending credit approval.

Grand Total

\$9,484.00

Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.

Taxable Subtotal

• Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at https://blissproducts.com/terms-conditions/

Bliss Products and Services, Inc. Terms and Conditions Applying to the Sale of Goods and Services

Customer: North River Ranch Improvement

Stewardship District

Address: C/O PFM Group Consulkting

3501 Quadrangle Boulevard STE 270

Orlando, Florida 32817

Date: 19 October 2023

Quote 69265 **Amount:** \$9,484.00

Number:

These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.

A. Definitions

- 1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
- "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
- 3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

B. Payment Terms

- 1. Customer shall pay all invoices in full within 30 days of the date of Bliss's invoice unless Bliss agrees otherwise in writing. Bliss reserves the right to charge Customer interest in the amount of 1 ½ % per month on the unpaid balance of any invoice.
- 2. Customer may dispute in good faith the amount of any invoice by providing Bliss with a written notice describing the basis of its objection and the amount Customer is disputing. Bliss must receive this notice no later than close of business (5 p.m. Eastern time) on the 7th calendar day after Bliss or its designee or Supplier delivers and/or, if applicable, installs the Goods or Services to the location Customer specified in its purchase order. In addition, Customer must pay to Bliss all undisputed invoiced amounts in accordance with these payment terms.
- Customer shall reimburse Bliss for the reasonable costs of any successful action to collect past due invoices or other fees or charges.

C. Quotes and Change Orders

Bliss reserves the right to increase a previously quoted price when the Customer requests any change in the Goods or Services described on Customer's purchase order, including changes in the number or types of Goods and a change in delivery date.

D. Delivery/ Loss or Damage to Goods

1. TITLE, DELIVERY, AND RISK OF LOSS of GOODS. Unless otherwise specified delivery points and charges shall be the F.O.B. point specified by Customer, but title to the Goods and risk of loss or damage in transit or thereafter shall pass to Customer when Bliss delivers the Goods to a common carrier for shipment. Customer must deal directly with the common

- carrier regarding shipping dates and late deliveries; Bliss does not guarantee shipping dates and is not liable for late deliveries.
- 2. DAMAGE TO GOODS IN TRANSIT. Customer shall note any damage to Goods that occurs in transit on the freight bill presented by the delivering common carrier. Customer must make any claims for damage to Goods in transit directly to the delivering common carrier according to the carrier's policies and procedures. Bliss is not responsible and disclaims any liability for damage to Goods in transit.
- 3. PROCESS TO RETURN GOODS. The only returns of Goods Bliss will accept are either stock items or non-stock items the Supplier will accept on return. Customer may not return any Goods without first obtaining a written authorization from Bliss. Customer must return all Goods in new and unused condition within 30 days of the date of the return authorization. Bliss will not accept the return, and will refuse delivery of any Goods without a written authorization by Bliss. Customer must pay a restocking charge as determined by Bliss, which will not exceed 10 % of the invoiced prices, and Customer shall prepay all freight charges in connection with returning Goods. Bliss will issue a credit for freight charges when it makes incorrect shipments. CUSTOMER MAY NOT CANCEL OR RETURN SPECIAL ORDERS.

E. Cancellation

Due to the nature of the Goods and Services Bliss sells, Customer may not cancel any order after it is confirmed by Bliss without first requesting a written authorization from Bliss. Bliss will authorize a cancellation only on the following conditions:

- Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")
- 2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

F. DISCLAIMER OF WARRANTY

BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER MUST LOOK SOLELY TO THE SUPPLIER OF THE GOODS

FOR WARRANTIES OF THE GOODS CUSTOMER PURCHASES.

G. LIMITATION OF LIABILITY

In no event shall Bliss be liable for

- lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
- 2. any claim by Customer arising out of or based upon the performance, non-performance, or delay in delivery of or defect in the Goods or Services.

H. Customer's Indemnification of Bliss

Customer shall indemnify and defend Bliss from any claim or loss, including reasonable attorney's fees, arising from or relating to any allegation or claim by any third party based on or arising out of one or any combination of the following: (1) Customer's installation of the Goods and any materials Customer provides in connection with the installation; (2) the use of the Goods by Customer or its invitees or guests; or (3) Customer's maintenance of the

I. Set-off

Goods.

Customer has no right of set-off or deduction.

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier

- of the Goods listed on the Customer's purchase order ("Cancellation Costs")
- 2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

J. Credit Approval and Accuracy of Information

All orders are subject to current credit approval. From time to time, Bliss may review Customer's creditworthiness. Customer shall provide Bliss with all credit information Bliss reasonably requests. Customer covenants that all information it provides shall be true and correct, and that Customer shall not omit any information necessary to make such information not misleading. Bliss may refuse to accept an order or refuse shipment if at any time Customer does not meet Bliss's current credit requirements.

K. Pricing, Payment, and Acceptance of Shipment

Bliss may change the price of any order that Customer does not accept for delivery within 90 days of the quotation date. Bliss reserves the right to invoice Customer for and Customer shall pay an amount equal to 90% of the contract price for any Goods Customer does not accept for delivery in a reasonable amount of time after fabrication.

L. Applicable Law

This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

| Acknowledged and | agreed: | |
|------------------|--------------------------|--|
| Customer's Name: | | |
| Address: | | |
| | Street name & number | |
| | City, State, Zip code | |
| Ву: | | |
| Printed name: | | |
| Title: | | |
| | Approved and accepted by | |

Pete Williams, Chairman

Date 10 20 2023

North River Ranch Improvement Stewardship District

Bliss Products Proposal – Playground Mulch



Bliss Products and Services, Inc 6831 S. Sweetwater Rd. Lithia Springs, GA 30122 (800) 248-2547 (770) 920-1915 Fax

Quote # **68985**

Sales Rep: Jim Carruthers jcarruthers@blissproducts.com

O: (239) 248-7023 F: (770) 920-1915 C: (239) 248-7023

North River Ranch Improvement Stewardship District

Date 9/27/2023

Project Playground Mulch

Top-Off

Bill To

North River Ranch Improvement Stewardship District C/O PFM Group Consulkting 3501 Quadrangle Boulevard STE 270 Ship To

North River Ranch -Brightwood PArrish , Florida

Contact

Andy Richardson Sr. L.D. Manager

Phone: (941) 724-2819

Orlando, Florida 32817

Approximate Ship Date

3-4 weeks

Ship Via BLOWER TRUCK Terms Net 30

| Vendor | Part # | Description | Qty | Unit Price | Extended Price |
|--------|------------|---|-----|------------|----------------|
| EXP | PLayground | Playground Mulch, Tested and certified to meet current ADA and CPSC Guidelines. | 110 | \$68.75 | \$7,562.50 |
| EXP | DISCOUNT | PREFERRED CUSTOMER DISCOUNT | 110 | -\$5.75 | -\$632.50 |

 Sub Total
 \$6,930.00

 Freight
 0.00

 Tax
 0.00

Financing as low as \$171.86 / month may be available pending credit approval.

Grand Total

\$6,930.00

• Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.

Taxable Subtotal

• Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at https://blissproducts.com/terms-conditions/

Bliss Products and Services, Inc. Terms and Conditions Applying to the Sale of Goods and Services

Customer: North River Ranch Improvement

Stewardship District

Address: C/O PFM Group Consulkting

3501 Quadrangle Boulevard STE 270

Orlando, Florida 32817

Date: 27 September 2023

Quote 68985 **Amount:** \$6,930.00

Number:

These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.

A. Definitions

- 1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
- "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
- 3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

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F. DISCLAIMER OF WARRANTY

BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER MUST LOOK SOLELY TO THE SUPPLIER OF THE GOODS

FOR WARRANTIES OF THE GOODS CUSTOMER PURCHASES.

G. LIMITATION OF LIABILITY

In no event shall Bliss be liable for

- lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
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This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

| Customer's Name: | |
|-------------------------|-----------------------|
| A dalvo e e . | |
| Address: | |
| | Street name & number |
| | |
| | City, State, Zip code |
| | |
| By: | |
| • | V2 (-11/2 4 - |
| Printed name: | P. Cilliams |
| | A 1. A. (AA. (|
| Title: | c/vsi/ma~ |
| | |

North River Ranch Improvement Stewardship District

BDG Professional Services Agreement for NRR Phase IV-E&F



BOOTH DESIGN GROUP

landscape architecture • planning • urban design 146 Second Street North, Ste. 302 St. Petersburg, FL 33701 PH. 727-821-5699

PROFESSIONAL SERVICES AGREEMENT

To: North River Ranch Improvement Stewardship District c/o Tom Panaseny 5800 Lakewood Ranch Blvd. N Sarasota, FL 34240

Re: Professional Services North River Ranch Phase IV-E &IV-F

Date: October 23, 2023

Professional services related to the refinement of design development through professional observation for North River Ranch Phase IV-E&F in Manatee County.

SCOPE OF WORK: Booth Design Group (Consultant) shall provide to North River Ranch Improvement Stewardship District (Client) design development, construction plans, bid tabulations, professional observation, specifications, details and estimates for the following:

- Landscape and irrigation for all common areas
- Street tree plan and details
- Other miscellaneous common areas/ponds abutting roadways
- Buffering of West side of Ft Hamer Rd
- Buffering of the back of the single family homes in open space, and between the sf homes and the townhomes
- Lineal park design
- Mailbox kiosk space design
- Signage Layout
- Coordination with team members.
- Irrigation design and coordination and layout of sourcing (BCI Entities LLC subconsultant to BDG)

SCOPE OF SERVICE:

Task 1: Assimilation of Data

- 1.1 Review of proposed engineering plans; review of pertinent codes and restrictions; review of surrounding land use impacts; review of site-specific requirements; conference with Client and others appropriate to receive information to develop/verify the project program and schedule
- 1.2 Prepare base plans from Client-provided electronic media in AutoCAD format
- 1.3 Coordinate and follow agreed upon design schedule

Task 2: Permit Landscape Plans

- 2.1 Prepare initial permit landscape plans for street trees and buffers.
- 2.2 Prepare tree removal calculations and replacement.



Task 3: Final Construction Documents

- 3.1 Prepare revisions to documents and costs based on comments from Client; prepare final plans and materials selection for scope-related hardscape elements; prepare landscape materials index, including quality, size and quantity; final layout plans for landscape and hardscape elements; prepare sheet specifications(irrigation and landscape); and prepare details for scope-related elements
- 3.2 Prepare final opinion of probable construction cost; compliance with pertinent permitting agency requirements and regulations concerning related construction; compliance with completion dates as agreed upon with the Client
- 3.3 Prepare 100% documents: one (1) presentation to the Client
- 3.4 Delivery of one (1) reproducible set of documents, one (1) final estimate of construction costs and two (2) sets of 100% plan documents
- 3.5 Compliance with pertinent County requirements and regulations concerning related construction; compliance with completion dates as agreed upon with the Client

Task 4: Bid Documents & Professional Observation

- 4.1 Prepare Bid Documents for solicitation of at least three (3) qualified Bidders by Client
- 4.2 Attend/facilitate one (1) pre-bid meeting if required
- 4.3 Prepare required Addenda
- 4.4 Review of CM pricing if project is negotiated
- 4.5 Attend up to two (2) project meetings related to specific Scope of Service; review Contractor Change Orders and Pay Requests
- 4.6 Attend (2) two landscape construction inspections to include (1) one inspection report and (1) one report at final walk and acceptance. No irrigation inspections after final acceptance are included in the proposal.
- 4.7 Attend up to one (1) inspections during construction; one (1) inspection and report upon substantial completion; one (1) inspection for final approval after completion items have been made.

Task 5: Irrigation Design

- 1. Base Irrigation Plan
 - Water and electrical controller demand requirements
 - Mainline piping and denotation
 - Zone piping and denotation
 - Irrigation head layout
 - Sleeve locations and quantity
 - Control and automatic valve design
 - Irrigation details, general notes and materials legend
 - Excel bid sheet
 - Design teleconference meetings (2)

2. Contract Administration

- Pre-construction (1)
- Construction Site Visits (3)
- Irrigation inspection and report (1)
- Final walkthrough and acceptance (1)

Note

- 1. One (1) landscape/hardscape revision requiring irrigation design modification is included
- 2. Printing, plotting, travel/expenses and reimbursable items are an extra and a proposal/acceptance shall be agreed upon prior to change order issue.



3. Professional services provided through December 31, 2023

FEE:

Booth Design Group, Inc. agrees to provide the services described herein for a total Phase One fee of: \$23,650.00

 Task 1:
 \$ 850.00

 Task 2:
 \$ 3,100.00

 Task 3:
 \$ 8,500.00

 Task 4:
 \$ 3,200.00

 Task 5:
 \$ 8,000.00

OFFICE/PRODUCTION REIMBURSABLE EXPENSES:

Office Reimbursable items shall be invoiced at cost plus 5%. e.g., blueprinting, mailing, Xeroxing, graphic reproduction, plotting service costs. Please see Article 2 of the General Terms and Conditions of this Agreement for Additional Charges. Estimated \$850.00

TRAVEL REIMBURSABLE EXPENSES:

Mileage shall be invoiced at \$.65.5/mile. Please see Article 2 of the General Terms and Conditions of this Agreement for Additional Charges. Estimated \$750.00

PROFESSIONAL ENGINEERING:

Electrical Engineering for all proposed vertical features, pools, site lighting, and signage items needing signed and sealed professional engineering shall be performed by others.

STRUCTURAL DESIGN

Structural Design for all hardscape items needing signed and sealed professional engineering shall be managed by BDG at an estimated at: \$650 per structure. If additional structures are added, BDG will request from the owner authorization to add them prior to proceeding.

GENERAL TERMS AND CONDITIONS:

Article 1. <u>Payment</u>. Consultant shall invoice Client for the work complete; invoices are due and payable within thirty (30) days of the date of the invoice. Client shall notify Consultant in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice. A service charge shall be applied at a rate of 1.5 percent per month (or the maximum rate allowable by law) to delinquent amounts.

Article 2. <u>Travel Charges</u>. Any necessary travel will be reimbursed and invoiced, such as airfare, car rental, meals, hotels and other related travel costs. Vehicle mileage included in contract.

Article 3. <u>Extra Work Services</u>. Extra Work services shall be performed only when requested and approved by Client in writing. These services shall be quoted either on a lump sum amount or performed based on hourly rates.

Article 4. <u>Excluded Services</u>. Consultant shall not verify or otherwise be responsible for the accuracy or completeness of data, specifications and/or design work provided to Consultant by Client's other design professionals. All plans shall be prepared at one time with construction phases applied after all plans are completed. All fees quoted are related to the specific

^{*}PLEASE NOTE TRAVEL AND OFFICE REIMBURSEABLES.



Scope of Service and budget stated herein and to Phase One installation only. Services for work outside this Scope and/or related to subsequent phases shall be negotiated between Consultant and Client.

Article 5. <u>Assignment</u>. Neither party to this agreement shall assign its duties and obligations without the prior written consent of the other party.

Article 6. <u>Limitation of Liability</u>. Consultant shall not be held responsible for the means, methods or appropriateness of the installation procedures undertaken by any contractor, nor for the job site safety. Consultant shall not be held responsible for determining and marking the location of underground pipes, wires, conduits, cables or structures such as gas lines, fiber optics, irrigation or septic systems, or any other items which may exist below the surface of the ground. Consultant shall not be held responsible for identifying, locating, discovering, removal and/or treatment of any hazardous waste, known or unknown at the site, nor for the consequences of any hazardous waste materials of any kind at the site, including, but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.

Article 7. <u>Limitation Regarding Parties</u>. Notwithstanding anything to the contrary contained herein, it is agreed, acknowledged and understood that the Client's sole and exclusive claim, demand, suit, judgment or remedy shall be directed and or asserted only against Consultant, as a Corporation, and not against any of Consultants shareholders, landscape architects, directors, officers or employees.

Article 8. <u>Termination of Agreement</u>. This agreement may be terminated by either party effective thirty (30) days after receipt from the other party of a written notice via registered mail, of such termination. In the event of termination, Consultant shall be entitled to receive full compensation for fees and expenses outstanding as of the effective date of the termination.

Article 9. <u>Attorney Fees</u>. This Agreement shall be governed by the laws of the state of Florida. To the extent permitted by law, Client and Consultant hereby waive all rights to a trial by jury. If a dispute arises under this agreement and litigation is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees.

Article 10. <u>Betterment.</u> If, due to the Consultant's negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

| Client Approval: | 520 | Date: 12/23 43 |
|---------------------|---|------------------------|
| Printed Name: | Perc Williams | Title: |
| Booth Design Group: | ### · · · · · · · · · · · · · · · · · · | Date: October 23, 2023 |
| Printed Name: | Hunter A. Booth | Title: President |

North River Ranch Improvement Stewardship District

M&J Cleaning Proposal – Riverfield Cushions



Residential & Commercial

Customer: North River Ranch

Contact: Nova Hicks

Address: 8414 Arrow Creek Dr

City: Parrish,FL 34219 Phone: 813-804-8807

Email:

Serving Tampa Bay Area

303 Ellen Way, Brandon, FL 33510

Office: 813-652-2165
Michaels Cell: 813-652-2163
Email: mjcleaning56@gmail.com
Website: www.mjcleaning.net

Date: 10-09--2023

Special Instructions:

JOB PROPOSAL

Steam clean 18 outdoor chairs around pool

The following tasks will be performed:

- 1. Vacuum all chairs
- 2. Apply Eco friendly upholstery cleaner detergent
- 3. Pre-treat all stains
- 4. Steam Extract Upholstery with Truck Mount System

<u>Total Price for Job------\$825.00</u>

PAYMENT DUE NET 15 DAYS.

Thank you for using our services!

ea/34/13

North River Ranch Improvement Stewardship District

Securiteam
Canyon Creek Townhomes Agreement



North River Ranch -Canyon Creek Trail Townhomes- Securiteam ONE Virtual Security Guard Service

North River Ranch Improvement Stewardship District

3501 Quadrangle Blvd., Ste. 270 Orlando,, FL 34219 (407) 723-5900

Prepared by:

Frank Prete
Vice President
Frank@mysecuriteam.com
813-978-1630



Why Securiteam

At Securiteam, we challenge conventional thinking in everything we do. We believe that thinking differently inspires innovation and creativity, enabling us to design and create innovative customized security and technology solutions that are durable, reliable, and user friendly.

We pride ourselves on our responsiveness, attention to detail, and customer service. We listen to your needs, collaborate ideas, and work to develop unique value-added solutions that meet today's most demanding requirements.

About Us

We are a Premier Security Solutions & Technology Integration Company Founded in 2005 Nationally recognized as a 2022 Top-100 Systems Integrator by SDM Magazine Created our Proprietary Virtual Security Guard Service in 2012 We Customize State-of-the-Art Solutions that meet YOUR Specific Needs Licensed, Bonded, Insured, and State Certified Security & Alarm Contractor Customer-Centric Business Culture Providing YOU with Exceptional Customer Service Industry Leading A+ Better Business Bureau Rating and a 4.9 Google Rating Panasonic Diamond Level Security Solutions Provider

What We Do

- Access Cards & Fobs
- Access Control Systems
- AV Systems
- Electronic Meeting Room Scheduler
- Digital Signage
- Guest Wi-Fi

- Low Voltage Cabling
- Music & Sound Distribution
- Monitored Surveillance Systems
- Security Systems
- Surveillance Systems
- Virtual Security Guard Service









Summary of Qualifications

Securiteam, Inc.

- Securiteam's Main Office and National Monitoring Center is in Tampa, FL
- Licensed, Bonded, Insured and State Certified Security and Fire Alarm Contractors
- \$2 Million Liability Insurance policy
- A+ rating by the BBB
- 24/7/365 live tech support
- Listed in the top 100 Security Integrator's in the country

Key Personnel



Rob Cirillo – Founder & CEO

- 25+ Years of electronic security industry experience including regional management positions.
- Licensed to design and install Security and Fire Alarm Systems in FL, MA, & ME
- Automatic Fire Alarm Association Trained and Certified



Frank Prete – Vice President

- 25+ Years technical industry experience
- Certified for Burglar Alarm and Fire Alarm Installations

Technical Team

• 25+ Years technical industry experience

Office Personnel

• Nisha Sevilla – Office Manager – 5+ years of experience



How Virtual Security Guard Service works:

Remote Guards can instantly search resident and guest information, often searching in less than five seconds. Residents can connect anytime to update their personal and guest information and receive email and text notifications and reports.

Administrators are able to view and update all resident, guest, and view logs of guests entering the community.

Residents access to software from any computer or mobile device and can add, edit, and delete guest information, update their personal information, change their password, list additional residents, set up notifications for guest arrival, view a community directory, set up call restrictions, view their registered vehicles and add guests license plates, and even view a history of guest activity.

- License plate reader system for permeant guest entering vehicles.
- Cloud based software.
- Delivers overview video and images of the vehicle and the license plate.
- Reduces vehicle wait time at gate
- Residents receive a text message or call for guest entry
- Residents manage their guests online
- Setup guest denied if necessary





North River Ranch - Canyon Creek Trail Townhomes - Securiteam ONE Virtual Security Guard

Canyon Creek Trail-Townhomes

| 1 | Virtual Security Guard Kiosk Video and Intercom |
|---|--|
| 1 | LED Lighting Kit for Kiosk |
| 1 | Araknis Networks Single-WAN Gigabit VPN Router with OVRC Pro |
| 1 | 15 Aluminum Mounting Post - Black Powder Coat includes footer |
| 1 | Securiteam QR & ID Scanner for VSG Service |
| 1 | Securitem LPR Server for VSG Service |
| 2 | P1455-LE P14 Series 2MP License Plate Camera |
| 1 | SMART Series 8-Channel 8PoE 2TB NVR Bundle with Turing Bridge |
| 1 | Securiteam Intercom |
| 1 | 2N Box for Installation |
| 1 | 2N Verso Frame |
| 3 | SMART 4MP TwilightVision IR Turret IP Camera 2.8mm |
| 1 | Araknis Networks 210 Series Websmart Gigabit Switch with Partial PoE and Front Ports |

Project Summary

Securiteam ONE Plus *\$0 up front installation fee*

Total Homes: 150

Canyon Creek Trail Townhomes: \$2,507 per month/ 60-month contract

Securiteam ONE Plus Plan Includes:

- *System equipment and installation
- *Repair Service Labor
- *Defective parts replaced
- *Remote diagnostics & troubleshooting
- *Repairs due to normal wear & tear
- *Average response time 24 hours

^{*}Installation and/or service tax not included*



Product Details

Virtual Security Guard Kiosk Video and Intercom

Custom Powder Coat Welded at all sides for a reinforced solid construction. Finish stainless steel or cold roll steel or black or white powder coat Provided with service plate in rear base for simple mounting. Designed at comfortably accessible heights for both pedestrian and special needs traffic. Customized design options

LED Lighting Kit for Kiosk



Araknis Networks Single-WAN Gigabit VPN Router with OVRC Pro

For high-traffic networks with up to 500 devices choose the Araknis Networks 310-series router. It features four Gigabit LAN interfaces with full Gigabit LAN-LAN speed as well as a Gigabit WAN interface. An embedded firewall helps keep your network secure while support of numerous VPN technologies allow remote access to your client's network. Plus every Araknis router is fully embedded with OvrC Progiving you full network visibility and intuitive troubleshooting tools.



15 Aluminum Mounting Post - Black Powder Coat includes footer



Securitem LPR Server for VSG Service

NUC10i7FNH, 16GB, 256GB M.2 SATA - SUPPORT SERVICE, NUC 3-year



A Security & Technology Company



P1455-LE P14 Series 2MP License Plate Camera

Lightfinder 2.0 and Forensic WDR OptimizedIR up to 40 m (131 ft) AXIS Object Analytics Enhanced security features Zipstream with support for H.264/H.265



SMART Series 8-Channel 8PoE 2TB NVR Bundle with Turing Bridge

Face/Human/Vehicle AI and more with Turing SMART Series Cameras, Bridge, and Cloud First-Year Free Turing Vision Cloud AI Feature Access Support Ultra265/H.265/H.264 video formats 8-channel input; 8 POE Ports Up to 8MP input and 4K output 2TB Included; 2 SATA Max, up to 10TB for each HDD Best used with Turing SMART series IP Cameras Turing cloud-ready with Smart NVR series and Turing bridge/servers

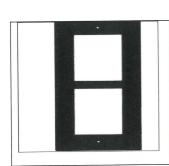


Securiteam Intercom

Support cloud upgrade



2N Box for Installation



2N Verso Frame





SMART 4MP TwilightVision IR Turret IP Camera 2.8mm

People and Vehicle Search with SMART series NVR and Turing Vision Cloud Max. 4MP (2688x1520) resolution @30/25fps 2.8mm fixed lens TwilightVision allows for optimal image clarity in low light Smart IR up to 30m (98ft) Support 256 G microSD card IP67, WDR, PoE



Araknis Networks 210 Series Websmart Gigabit Switch with Partial PoE and Front Ports

For installs that require PoE on a budget opt for the Araknis Networks 210-series switch. With it you get a sizable power budget and full PoE capability on all ports up to 30W. You can also take advantage of Websmart which allows you to control PoE and IP settings via OvrC. When it comes to operation this switch has it all including plug and play capability multiple mounting options and a sleek 1U.



Terms, Scope, & Acceptance

Your satisfaction is important to us, and we plan to exceed your expectations! This proposal is a complete package, including design, wiring, equipment, installation.

All equipment is warranted by the manufacturers. We guarantee all installation work to be free of defects for a period of thirty days from installation date. If service is required, we will be happy to provide you with excellent service for your system.

Customer must maintain sufficient insurance to cover property damages or bodily injury for Customer and any of its licensees, invitees or others who are not such licensees, contractors, employees, agents or invitees of Securiteam, Inc. Customer agrees that recovery from Securiteam for any property damage or bodily injury shall be offset by payment from such insurance.

Prices contained in this proposal are valid for 30 days. Any changes to this proposal will be submitted in writing for approval.

To be supplied by others to Securiteam's specifications:

- Municipal permit fees (if applicable)
- > A/C power & electrical conduit
- > Applicable internet or telephone communications services
- > 50% down and balance upon substantial completion

| FWilliams |
|-----------|
|-----------|

Oct 25, 2023

Frank Prete (Oct 25, 2023 12:13 EDT)

Accepted by

Date

Securitean

I accept this proposal and authorize the work to be done and accept responsibility for payments due.

Licensed by the State of Florida, Dept. of Business & Professional Regulation License No.: EF-20000544

SECURITEAM 13745 N. Nebraska Avenue Tampa, Florida 33613 (813) 909-7775

SECURITEAM ONE COMMERCIAL SECURITY LEASE

| Agreement dated OCT 25, 2023 by and between Securiteam (hereinafter referre | ed to as | "Securiteam" or "Security COMPANY") |
|--|--|--|
| and North River Ranch Improvement Stewardship District (hereinafter referred to as "Subscriber".) | | |
| | | (407) 723-5900 |
| Subscriber Services Education: | hone: | 941-328-1984 |
| Approximate date work to begin: 11/30/23 and be substantially completed: 12/31/23 | _ | |
| The parties hereto agree that: | | |
| 1. SECURITY SYSTEM IS LEASED AND REMAINS PERSONAL PROPERTY OF SECURITIES, instruct Subscriber in the proper use of the security system, install and service on the premises of the security system, install and service on the premises of the duration of this agreement, with the understanding that the entire system, including all software installed or connected with the security system is and shall always remain the sole personal propert considered a fixture or an addition to, alteration, conversion, improvement, modernization, remodeling, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by SECURITY COCOMPANY is the intellectual property of SECURITY COMPANY and any unauthorized use of same, including violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violate acknowledges that SECURITY COMPANY has offered additional and more sophisticated equipment attached Schedule of Installation, Equipment and Services). SECURITY COMPANY's signs are COMPANY and must be removed upon termination of this agreement. 2. DESCRIPTION OF SECURITEAM ONE EQUIPMENT AND SERVICES: Agreed Value of I (plus applicable taxes) Check Services Provided: Remote Gate Guard Concierge Service (RGGC) | ne Sub- includin , appar y of SE repair o MPAN uding d or to c at a h and deca nstalle- | gall necessary devices and equipment, ratus, equipment, instruments, and wire CURITY COMPANY and shall not be replacement of any part of the realty, of Software programmed by SECURITY erivative works, is strictly prohibited and ivil and criminal penalties. Subscriber ligher lease and service charge. (See als remain the property of SECURITY developed the property o |
| ☐ Other: (See Attached Schedule of Installation, Equipment and Services.) | omoun | |
| 3. A. INSTALLATION, LEASE AND SERVICE CHARGES Only services selected are included: All charges are billed in advance and are plus tax, if applicab Billing shall be: ■ Monthly □ Quarter Annually □ Semi Annually □ Annually B. FOR INSTALLATION, LEASE AND LISTED SERVICES: Subscriber agrees to pay SEC (plus applicable taxes) per month for the Installation, lease, equipment, and services provided I | LIRITY | COMPANY the sum of \$ 2,507 |
| agreement. (a) ALARM SIGNAL VERIFICATION: If Subscriber selects Alarm Signal Verification at Verification is required by law, SECURITY COMPANY or its designated Monitoring Center shall communication, video verification or such other verification service deemed appropriate by SEC and only verified alarm conditions shall be communicated to police or fire department. | as a se | rvice to be provided, or if Alarm Signal the alarm signal by electronic telephone |
| "Guest Arrival" signal, company or its designee Monitoring Center shall make every reasonable Subscriber acknowledges that COMPANY makes no representation that they will or can verify the Subscriber authorizes COMPANY or its designee communications center to remotely allow access COMPANY'S sole responsibility, pertaining to allowing remote access to an individual, is to ask to for wanting entry into the premises, attempt to remotely unlock a building access door, open a received during the event. It may be necessary to hold the gate open due to but not limited to: In loss of power or communication service. Subscriber agrees to provide company with an accurate | he ident ss of suction the indi- gate and oclemen | o verify the identity of, any individual (s), the individual(s) to Subscribers premises, vidual to state their identity and purpose d/or record the video and audio signals the weather, unusually high traffic volume, |
| □(c) EVENT BASED REMOTE VIDEO MONITORING (EBRVM): EBRVM service c responsible parties and/or local authorities of any human activity in accordance with Securite subscriber. | onsists eam ap | of warning trespassers and notifying proved, written instructions supplied by |
| 4. a. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of fit to year thereafter under the same terms and conditions, unless either party gives written notice to the ott at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof time to time to increase the monthly charges by an amount not to exceed nine percent each year and St the effective date of any increase, SECURITY COMPANY shall provide thirty (30) days advanced writte may invoice Subscriber in advance monthly, quarterly, or annually at SECURITY COMPANY's option, but specified herein, all recurring charges for paragraphs 3A(a)-(c) and 38 services shall commence on the hereof, all payments being due on the first day of the month. In the event SECURITY COMPANY agayements during the suspension period, the term of this agreement shall be deemed extended by the time. | ner of tr SECUI ubscrib en notice ut paym first da grees to ne of the | RITY COMPANY shall be permitted from er agrees to pay such increase. Prior to e to Subscriber. SECURITY COMPANY rents are due monthly. Unless otherwise y of the month next succeeding the date to suspend its services and Subscriber's e suspension period. |
| Delayed: In the event the services provided in paragraph 3 of the Standard Commercial Security [t commence within one year from the date of execution of the Agreement, then the services and reconfigurement shall commence upon activation of the system or 12 months from the date hereof, which services are delayed and do not commence on the first day of the month following execution of the Agreement shall be a serviced and do not commence on the first day of the month following execution of the Agreement shall be a serviced and the serviced shall be a serviced sh | umng o never is | s sooner. In the event the paragraph 3 |

b. PERFORMANCE: The parties agree that their compliance with the terms of this agreement is expected for installation and on-going services. In the event that the security company is not providing services in accordance with the terms, conditions of this agreement then Subscriber shall provide security written notice of such non-compliance specifying the security company's deficient performance and providing the security company with a 60-day period to cure such deficiency. Should the security company fail to cure its deficient equipment or performance within 30 days of such notice — or provide satisfactory documentation of extraordinary supply chain delay, and receive an extension from the Subscriber, Subscriber shall send notice of termination of this agreement to the security company. Termination of this agreement shall be based upon 30 day written notice to the security company in which event this agreement shall terminate.

in paragraph 4 of the Agreement shall be extended by the period of delay so that the recurring charges for the full term shall be paid.

The parties agree that due to the nature of the services to be provided by SECURITY COMPANY, the payments to be made by the Subscriber for the term of this agreement form an integral part of SECURITY COMPANY's anticipated profits; that in the event of subscriber termination, subscriber shall pay any unpaid installation and invoiced charges to date in full. In addition, subscriber shall have the option of paying 90% of the Agreed Value of the system, which excludes any kiosk which Security Company shall remove, or 75% of the balance of all payments for the entire term of this agreement.

SUBSCRIBER'S CARE OF EQUIPMENT / REPAIRS AND ADDITIONS: Subscriber agrees not to tamper with, remove or otherwise

interfere with the security system. The equipment shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by SECURITY COMPANY without additional charge. SECURITY COMPANY may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

- 6. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. SECURITY COMPANY does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, SECURITY COMPANY will authorize Subscriber access. SECURITY COMPANY is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and SECURITY COMPANY shall have no liability for such third-party unauthorized access. SECURITY COMPANY is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. SECURITY COMPANY is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.
- 7. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Installation, Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service, SECURITY COMPANY or its designee shall store and /or backup data received from Subscriber's system for a period of one year. SECURITY COMPANY shall have no liability for data corruption or inability to retrieve data even if caused by SECURITY COMPANY's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by SECURITY COMPANY and SECURITY COMPANY has no responsibility for such access or IP address service. SECURITY COMPANY shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided SECURITY COMPANY will maintain the data base for the operation of the Access Control System. Subscriber will advise SECURITY COMPANY of all change in personnel and or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to SECURITY COMPANY regarding personnel access must be in writing via email or fax to addresses designated by SECURITY COMPANY. SECURITY COMPANY shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer, computer network and Internet access.
- 8. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, SECURITY COMPANY or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from SECURITY COMPANY. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SECURITY COMPANY or SECURITY COMPANY's designee Monitoring Center and SECURITY COMPANY designals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of SECURITY COMPANY and are not maintained by SECURITY COMPANY except SECURITY COMPANY may own the radio network, and SECURITY COMPANY shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SECURITY COMPANY with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List of names and telephone numbers of those persons Subscriber wishes to receive notification or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable co
- 9. REPAIR SERVICE: Repair service pursuant to paragraph 3A(c)(ii) includes all parts and labor, and SECURITY COMPANY shall service upon Subscriber's request the security system installed in Subscriber's required, exclusive of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connected with the security system as originally installed without SECURITY COMPANY's written consent.
- 10. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Installation, Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. SECURITY COMPANY shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is a selected service, SECURITY COMPANY shall store data received from Subscriber's system for one year. SECURITY COMPANY shall have no liability for data corruption or inability to retrieve data even if caused by SECURITY COMPANY's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by SECURITY COMPANY and SECURITY COMPANY has no responsibility for such access or IP address service. If system has remote access SECURITY COMPANY is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. SECURITY COMPANY shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are used lawfully. SECURITY COMPANY has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.
- 11. LIMITED WARRANTY ON EQUIPMENT: The security system is leased and remains personal property of SECURITY COMPANY. This lease includes repair service which exceeds manufacturer warranties. SECURITY COMPANY reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. SECURITY COMPANY is not the manufacturer of the equipment and other than SECURITY COMPANY's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, SECURITY COMPANY makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and SECURITY COMPANY shall not be liable for consequential damages. No equipment provided by SECURITY COMPANY is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Installation, Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent,

bacteria, virus or any illness. SECURITY COMPANY does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. SECURITY COMPANY expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SECURITY COMPANY. Subscriber acknowledges that any affirmation of fact or promise made by SECURITY COMPANY shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SECURITY COMPANY's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SECURITY COMPANY has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SECURITY COMPANY's breach of this agreement or negligence to any degree under this agreement is to require SECURITY COMPANY to repair or replace, at SECURITY COMPANY's propriet in this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SECURITY COMPANY will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

- 12. <u>ALTERATION OF PREMISES FOR INSTALLATION</u>: SECURITY COMPANY is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SECURITY COMPANY's sole discretion for the installation and service of the security system, and SECURITY COMPANY shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system. SECURITY COMPANY shall not be responsible for the condition of the premises upon removal of the security system and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.
- 13. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hookups, RJ31x Block or equivalent, and maintain areas in the premises where active electronics, such as panel, expansion devices and power supplies, between 32 to 122 degrees Fahrenheit, as deemed necessary by SECURITY COMPANY in its sole discretion and to notify SECURITY COMPANY of any change in such service.
- 14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: SECURITY COMPANY shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SECURITY COMPANY's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SECURITY COMPANY, SECURITY COMPANY shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SECURITY COMPANY the sum of \$1,000 (plus applicable taxes) per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SECURITY COMPANY on less than 24-hour notice to SECURITY COMPANY. In its allation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of SECURITY COMPANY, Subscriber agrees to pay an additional 5% of the installation charge, if any, upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. The pricing to be paid by Subscriber in this agreement is based on current pricing by SECURITY COMPANY's suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to SECURITY COMPANY by SECURITY COMPANY's suppliers and vendors in connection with equipment and services to be provided by SECURITY COMPANY to Subscriber. SECURITY COMPANY will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement.
- 15. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's responsibility to test the operation of the security equipment and to notify SECURITY COMPANY if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 3 and 9. SECURITY COMPANY shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, SECURITY COMPANY shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise SECURITY COMPANY of any defect, error, or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and SECURITY COMPANY fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to SECURITY COMPANY, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by SECURITY COMPANY, evidencing that warranty service or repair service was requested by Subscriber.
- 16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included under paragraph 3A(c)(ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connected with the security system as originally installed without SECURITY COMPANY's written consent.
- 17. SUBSCRIBER TO INSURE SECURITY EQUIPMENT: Subscriber shall insure SECURITY COMPANY's security equipment against fire and casualty and Subscriber agrees to name SECURITY COMPANY in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the security system. Notwithstanding the condition of Subscriber's premises, or SECURITY COMPANY's impossibility of performance occasioned by condition of Subscriber's premises, Subscriber shall remain liable for monthly payments for the term of this agreement without offset or reduction.
- 18. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and SECURITY COMPANY is named as additional insured proof of which shall be provided to SECURITY COMPANY and which shall on a primary and non-contributing basis cover any loss or damage SECURITY COMPANY's services are intended to detect in an amount deemed sufficient by Subscriber. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment or SECURITY COMPANY's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. SECURITY COMPANY shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against SECURITY COMPANY and its subcontractors for loss or damages caused by perils intended to be detected by SECURITY COMPANY's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.
- 19. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless SECURITY COMPANY, its employees, agents and subscontractors, from and against all claims, lawsuits, including those brought by third-parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by SECURITY COMPANY's performance, negligent performance or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SECURITY COMPANY or SECURITY COMPANY's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SECURITY COMPANY, which shall not unreasonably be withheld. SECURITY COMPANY shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.
- 20. EXCULPATORY CLAUSE: SECURITY COMPANY is not an insurer and no insurance coverage is offered herein. The equipment and SECURITY COMPANY's services are designed to detect and reduce certain risks of loss, though SECURITY COMPANY does not guarantee that no loss or damage will occur. No equipment provided by SECURITY COMPANY is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Installation, Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. SECURITY COMPANY is not assuming liability, and, therefore, Subscriber agrees SECURITY COMPANY, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue SECURITY COMPANY, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data,

personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SECURITY COMPANY's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

- 21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR SECURITY COMPANY'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SECURITY COMPANY AS A RESULT OF SECURITY COMPANY'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF SECURITY COMPANY'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SECURITY COMPANY'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 (PLUS APPLICABLE TAXES). IF SUBSCRIBER WISHES TO INCREASE SECURITY COMPANY'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH SECURITY COMPANY'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. SECURITY COMPANY'S LIABILITY FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.
 SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS. OF RISK AND LIMITATION OF LIABILITY PROVISIONS.
- 22. <u>LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION</u>: The parties agree that due to the nature of the services to be provided by SECURITY COMPANY, the payments to be made by the Subscriber for the term of this agreement form an integral part of SECURITY COMPANY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SECURITY integral part of SECURITY COMPANY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SECURITY COMPANY's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SECURITY COMPANY, Subscriber shall have the option of paying 90% of the Agreed Value of the system, which excludes any kiosk which Security Company shall remove, or pay any unpaid installation and invoiced charges to date in full plus 75% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and SECURITY COMPANY shall be permitted to terminate all its services and remove its system and kiosk. Subscriber shall exercise its option in writing within 7 days of notice of default and failing to exercise its option Security Company shall be permitted exercise Subscriber's option on its behalf which election shall be conclusive and binding. Parties are authorized to notify each other by email or First-Class Mail delivered by the US Postal Service.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE. SUBSCRIBER MAY BRING CLAIMS SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE. SUBSCRIBER MAY BRING CLAIMS AGAINST SECURITY COMPANY ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT https://www.arbitrationservicesinc.com/ AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this party requesting in proceedings by telephone, video or submission of papers. A party requesting in-person discovery. (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video or submission of papers. A party requesting in-person discovery, in-person hearing or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By arbitrating, the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award and waive their right to participate in a class action. In the event of any litigation between the parties may be made by First-Class Mail delivered by the U.S. Postal Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. Any action or arbitration between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs, and disbursements so that the party commences a proceeding to confirm an arbitration award, the prevailing party in any litigation or arbitration or proceedings by either party must be based on the provisions of this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SU

- 23. <u>ADDITIONAL PAYMENTS</u>: In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to SECURITY COMPANY any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon SECURITY COMPANY because of this agreement. Should SECURITY COMPANY be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SECURITY COMPANY for such service or material.
- 24. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse SECURITY COMPANY for any fees or fines relating to permits or false alarms. SECURITY COMPANY shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons SECURITY COMPANY requiring any services or appearances, Subscriber agrees to pay SECURITY COMPANY \$150 per hour (plus applicable taxes) for such services and appearances. Subscriber shall reimburse SECURITY COMPANY for any Monitoring Center charges for excessive, run-a-way or false alarm signals.
- 25. SECURITY COMPANY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that SECURITY COMPANY is authorized and permitted to subcontract any services to be provided by SECURITY COMPANY to third parties who may be independent of SECURITY COMPANY, and that SECURITY COMPANY shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that Subscriber appoints SECURITY COMPANY to act as Subscriber's agent with respect to such third parties, except that SECURITY COMPANY shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SECURITY COMPANY's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of SECURITY COMPANY.
- 26. NO WARRANTIES OR REPRESENTATIONS / SUBSCRIBER'S EXCLUSIVE REMEDY: SECURITY COMPANY does not represent nor warrant that the security system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that SECURITY COMPANY is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. SECURITY COMPANY has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for SECURITY COMPANY's default hereunder is to require SECURITY COMPANY to repair or replace, at SECURITY COMPANY's option, any equipment or part of the security system which is non-operational.
- 27. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify SECURITY COMPANY in writing of any undisclosed, concealed, or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event SECURITY COMPANY discovers the presence of suspected asbestos or other hazardous material, SECURITY COMPANY shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate SECURITY COMPANY for any additional expenses caused by the delay but not less than \$1000.00 per day (plus applicable taxes) until work can resume. If SECURITY COMPANY, in its sole discretion, determines that continuing the work poses a risk to SECURITY COMPANY, in its sole discretion, determines that continuing the work poses a risk to SECURITY COMPANY, in its sole discretion, determinate this agreement on 3-day notice to Subscriber and Subscriber. COMPANY or its employees or agents, SECURITY COMPANY may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate SECURITY COMPANY for all services rendered and material provided to date of termination. SECURITY COMPANY shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall SECURITY COMPANY be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.
- 28. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of SECURITY COMPANY assigned by SECURITY COMPANY to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of 2 years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SECURITY COMPANY shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with SECURITY COMPANY, times twelve, together with SECURITY COMPANY's counsel and expert witness fees.

- 29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants SECURITY COMPANY a security interest in the security equipment installed by SECURITY COMPANY and SECURITY COMPANY is authorized to file a financing statement.
- 30. <u>CREDIT INVESTIGATION:</u> Subscriber and any guarantor authorizes SECURITY COMPANY to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.
- 31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Installation, Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed unenforceable, the provision shall be deemed modified and enforceable to the extent deemed enforceable and, in any event, shall not render any other provision in this agreement unenforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT WHICH INCLUDES THE SCHEDULE OF INSTALLATION, EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

READ THEM BEFORE YOU SIGN THIS CONTRACT

| CECI | IDITY | COMP | ANV. |
|------|-------|------|------|
| SEGI | JKIIY | COMP | ANY: |

By:Frank Prete (Oct 25, 2023 12:13 EDT)
Signature

SUBSCRIBER:

NRRSID

Name Must Be Printed - Use Full Business Name

F Williams

Nrrsid

By: Signature By Authorized Officer

Tax ID or EIN

Pete Williams

Chair

Print Name, Print Title

Address

Subscriber's Email Address: pete@pwillassoc.com

SecuriteamOne Plus Lease Canyon Creek Trail Townhomes

Final Audit Report 2023-10-25

Created:

2023-10-24

By:

Frank Prete (frank@mysecuriteam.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAALFExz0w6FiNWfGHlgnU2B1_x36el5D0-

"SecuriteamOne Plus Lease Canyon Creek Trail Townhomes" History

- Document created by Frank Prete (frank@mysecuriteam.com) 2023-10-24 5:19:51 PM GMT- IP address: 47.206.145.157
- Document emailed to Jorge Orsini (orsinij@pfm.com) for signature 2023-10-24 5:22:31 PM GMT
- Email viewed by Jorge Orsini (orsinij@pfm.com) 2023-10-25 2:16:17 PM GMT- IP address: 161.123.107.23
- Document signing delegated to Pete Williams (pete@pwillassoc.com) by Jorge Orsini (orsinij@pfm.com) 2023-10-25 2:27:07 PM GMT- IP address: 155.190.18.43
- Document emailed to Pete Williams (pete@pwillassoc.com) for signature 2023-10-25 2:27:07 PM GMT
- Email viewed by Pete Williams (pete@pwillassoc.com) 2023-10-25 2:31:19 PM GMT- IP address: 65.33.18.48
- Document e-signed by Pete Williams (pete@pwillassoc.com)

 Signature Date: 2023-10-25 2:34:06 PM GMT Time Source: server- IP address: 65.33.18.48
- Document emailed to Frank Prete (frank@mysecuriteam.com) for signature 2023-10-25 2:34:07 PM GMT
- Email viewed by Frank Prete (frank@mysecuriteam.com) 2023-10-25 4:13:27 PM GMT- IP address: 174.213.210.31
- Document e-signed by Frank Prete (frank@mysecuriteam.com)

 Signature Date: 2023-10-25 4:13:47 PM GMT Time Source: server- IP address: 174.213.210.31



Agreement completed. 2023-10-25 - 4:13:47 PM GMT

North River Ranch Improvement Stewardship District

Mike Armstrong Co #4
Ft Hamer 2nd Extension

MIKE ARMSTRONG LANDSCAPING INC. 8475 69TH ST. E. Palmetto, FL. 34221 Office 941-776-1076 Fax 941-776-2705 Proposed to: NRR ISD CHANGE ORDER #4 Project: NRR Ft Hamer 2nd Ext Plan Rev: Bid Date: County:

Project:North River Ranch Fort Hamer 2nd Extension

3501 Quadrangle Blvd Orlando, FL 32817 Contact:

HAVCDDFHR - Landscaping

| Delet | | TO BE STORY | | | Ι | | | T-4-1- |
|-------|---|-------------|------|------------------------|----------------|------------------|----------------------|-----------------------------|
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| | | | | | | BECOME STATE | Li Marian | |
| ADD | | | | 1 | | | | |
| ADD | Common Name | | Spec | QTY | Uni | t Price | | Totals |
| ADD | Common Name CRUSHED SHELL FOR ROUNDABOUT ARE | EΑ | Spec | QTY 25 | Uni | t Price | \$ | Totals 5,500.0 |
| ADD | | EA | | | Uni \$ | t Price | \$ \$ | |
| ADD | | EA | | 25 | | | \$ | 5,500.0 |
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| ADD | | ΞΑ | | 25 0 0 0 0 | \$ \$ \$ \$ \$ | | \$ \$ \$ \$ | 5,500.0 |

| Acceptance of Proposal: Neal Communities NRR ISD Representative: | Title Chairman | Date_8000 2023 | |
|--|----------------|----------------|--|
| Michael I. Armstrong: | | Date | |

North River Ranch Improvement Stewardship District

Bay Area Boobcat Touch a Truck Cleanup Proposal

ESTIMATE



Prepared For

PFM Group Consulting 3501 Quadrangle Blvd, Ste. 270 Orlando, florida 32817

Date

FORCDD-ERTHWRK

Bay Area Bobcat Estimate # 54

12402 Lago Way Riverview, Florida 33579 Phone: (813) 927-2204

Email: JohnnyW2285@yahoo.com

Description Total

Touch-A-Truck Feild/ Parking area cleanup.

\$1,000.00

10/26/2023

Site Location: North end of Fort Hammer Rd.- North River Ranch. Touch-A-Truck event.

Site Work: Take down metal street signs blocking dead end Rd. to open up an entrance for spectator & vendor parking.

- Add dirt to the edge of the pavement for a smooth transition into field.
- Clean up any large rocks or sticks across the field.
- Use skid steer to smooth out any large ruts or bumps across field.

-Total Includes- Time, Labor & Equipment.

Subtotal \$1,000.00

Total \$1,000.00

Approved and accepted by:_

Pete Williams, Chairman

Date:___10/27/2023____

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By signing this document, the customer agrees to the services and conditions outlined in this

North River Ranch Improvement Stewardship District

RIPA & Associates – Isabella Ct. Swale Repair

NRR ISD - O AND M



CIVIL | UTILITY CONSTRUCTORS

| To: | Neal Communities | Contact: | Andy RIchardson |
|-------------------|---|-------------|-----------------|
| Address: | 5800 Lakewood Ranch Boulevard | Phone: | 941-328-1075 |
| | Lakewood Ranch, FL 34240 | Fax: | (941) 713-3780 |
| Project Name: | 01-TB23 NRR – Isabella Crt Swale Repair | Bid Number: | 01-TB23 |
| Project Location: | NRR, Parrish, FL | Bid Date: | 10/31/2023 |

| Line # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|------------------|--------------------|-----------|------------------|-------------|
| 001 | REGRADE SWALE | 1.00 | LS | \$6,875.00 | \$6,875.00 |
| 002 | SOD - BAHIA | 560.00 | SY | \$2.88 | \$1,612.80 |
| | | Tot | tal Price | for above Items: | \$8,487,80 |

Total Bid Price: \$8,487.80

Approved and accepted by:

Pete Williams, Chairman

Date:___11/1/2023____

| ACCEPTED: | CONFIRME | D: | |
|--|------------|--------------|-----------------------------|
| The above prices, specifications and conditions are satisfactory and are hereby accepted. Ripa & Associates | | | |
| Buyer: | | | |
| Signature: | Authorized | Signature: | |
| Date of Acceptance: | Estimator: | Tim Badyk | |
| | | 727-389-7344 | tbadyk@ripaconstruction.com |

North River Ranch Improvement Stewardship District

RIPA & Associates – Dog Park Car Park Remediation



CIVIL | UTILITY CONSTRUCTORS

| То: | Neal Communities | Contact: | Andy Richardson |
|-------------------|-------------------------------------|-------------|-----------------|
| Address: | 5800 Lakewood Ranch Boulevard | Phone: | 941-328-1075 |
| | Lakewood Ranch, FL 34240 | Fax: | (941) 713-3780 |
| Project Name: | NRR – Dog Park Car Park Remediation | Bid Number: | |
| Project Location: | NRR, Parrish, FL | Bid Date: | 10/31/2023 |

| Line # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|------------------|------------------------------|--------|-----------------|-------------|
| DOG P | ARK REMEDIATION | | | | |
| 001 | BASE CREW | 1.00 | DY | \$3,162.50 | \$3,162.50 |
| 002 | FDOT SHELL BASE | 88.00 | TON | \$31.33 | \$2,757.04 |
| | | Total Price for above DOG PA | RK RFM | FDIATION Items: | \$5,919,54 |

Total Bid Price: \$5,919.54

Approved and accepted by:

Pete Williams, Chairman

Date:___11/1/2023____

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: Signature: Date of Acceptance: CONFIRMED: Ripa & Associates Authorized Signature: Estimator: Tim Badyk

727-389-7344 tbadyk@ripaconstruction.com

North River Ranch Improvement Stewardship District

Sunrise Work Orders 8195, 8317, 8319 & 8320 Irrigation Repairs



5100 W Kennedy Blvd Ste 325 Tampa, FL 33609

PFM Group Consulting LLC 3501 Quadrangle blvd Suite 270 Orlando, FL 32817

Invoice 14060

| PO# | Date |
|------------|------------|
| | 10/16/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address |
|--|
| North River Ranch |
| Grand River Parkway Parrish, FL 34219 |
| r airisii, i L 342 19 |

Description Amount

#8195 - Irrigation Repairs 2023

This is a work order to complete the following repairs:

Location - 9533 Weymouth Terr. Control 8

Replaced 1 battery node (spray zones) as well as batteries in other nodes.

Parts list:

(4) 9v battery.

(1) battery node.

(20') 1/2" pvc pipe.

(2) 1/2" male adapter.

w 11/5/43

Pricing includes all materials and labor to complete the above described work.



5100 W Kennedy Blvd Ste 325 Tampa, FL 33609

PFM Group Consulting LLC 3501 Quadrangle blvd Suite 270 Orlando, FL 32817

Invoice 14165

| PO# | Date |
|------------|------------|
| | 10/29/2023 |
| Sales Rep | Terms |
| Tom Bryant | Net 30 |

| Property Address |
|--|
| North River Ranch |
| Grand River Parkway Parrish, FL 34219 |
| r airisii, i L 342 19 |

Description Amount

#8317 - Irrigation Repairs 2023

This is a work order to complete the following repairs:

Location - Brightwood controller and Little River Way

Replaced master valve decoder.

Parts list:

(1) Hunter decoder.

(1) Hunter solenoid.

(2) DBRY connector.

(2) wire connector.

(52w) 11/5/23

Pricing includes all materials and labor to complete the above described work.

 Total
 \$574.30

 Credits/Payments
 (\$0.00)

 Balance Due
 \$574.30



5100 W Kennedy Blvd Ste 325 Tampa, FL 33609

Bill To PFM Group Consulting LLC 3501 Quadrangle blvd Suite 270 Orlando, FL 32817

Invoice 14166

| PO# | Date |
|------------|------------|
| | 10/29/2023 |
| Sales Rep | |
| Tom Bryant | Net 30 |

| Property Address |
|---------------------|
| North River Ranch |
| Grand River Parkway |
| Parrish, FL 34219 |

Description Amount

#8319 - Irrigation Repairs 2023

This is a work order to complete the following repairs:

Location - Control B - zone 24 front of Brightwood Pavilion.

Replaced 1 bas solenoid and decoder.

Parts list:

(1) Hunter decoder.

(1) Hunter solenoid.

(4) DBRY connector.

(4) wire connector.

Pricing includes all materials and labor to complete the above described work.

 Total
 \$639.65

 Credits/Payments
 (\$0.00)

 Balance Due
 \$639.65



5100 W Kennedy Blvd Ste 325 Tampa, FL 33609

| Bill To |
|--------------------------|
| PFM Group Consulting LLC |
| 3501 Quadrangle blvd |
| Suite 270 |
| Orlando, FL 32817 |

Invoice 14167

| PO# | Date |
|------------|------------|
| | 10/29/2023 |
| | Terms |
| Tom Bryant | Net 30 |

| Property Address | |
|---------------------|--|
| North River Ranch | |
| Grand River Parkway | |
| Parrish, FL 34219 | |

Description Amount

#8320 - Irrigation Repairs 2023

This is a work order to complete the following repairs:

Location - Control D - zone 34 - Little River Way 11700 Brightwood Sign Fort Hamer.

Troubleshoot and replaced 1 bad solenoid and decoder.

Parts list:

- (1) Hunter decoder.
- (1) Hunter solenoid.
- (4) DBRY connector.
- (4) wire connector.

5/1/5/23

Pricing includes all materials and labor to complete the above described work.

Total \$1,017.65

Credits/Payments (\$0.00)

Balance Due \$1,017.65

North River Ranch Improvement Stewardship District

RIPA & Associates – Water & Reclaim Distribution



CIVIL | UTILITY CONSTRUCTORS

| То: | Neal Communities | Contact: | Andy RIchardson |
|-------------------|--|-------------|-----------------|
| Address: | 5800 Lakewood Ranch Boulevard | Phone: | 941-328-1075 |
| | Lakewood Ranch, FL 34240 | Fax: | (941) 713-3780 |
| Project Name: | Britghtwood Repairs Neal Land Phase 1A | Bid Number: | |
| Project Location: | Brightwood, Parrish, FL | Bid Date: | 10/31/2023 |

| Line # | Item Description | Estimated Quantity Uni | t Unit Price | Total Price |
|--------|------------------|------------------------|--------------|-------------|
| | | | | |

WATER & RECLAIM DISTRIBUTION

001 SERVICE CREW - BRIGHTWOOD REPAIRS 3.00 DY \$2,750.00 \$8,250.00

Total Price for above WATER & RECLAIM DISTRIBUTION Items: \$8,250.00

Total Bid Price: \$8,250.00

LANCDDBW - FINAL TO

| ACCEPTED: | CONFIRMED: |
|---|--|
| The above prices, specifications and conditions are satisfactory and are hereby accepted. | Ripa & Associates |
| Buyer: | |
| Signature: | Authorized Signature: |
| Date of Acceptance: | Estimator: Tim Badyk |
| | 727-389-7344 tbadyk@ripaconstruction.com |

North River Ranch Improvement Stewardship District

Steadfast – NRR4B Clearing



Steadfast Environmental, LLC

Proposal

1000

30435 Commerce Drive Ste 102 | San Antonio, FL 33576 813.836.7940 | office@steadfastenv.com www.SteadfastEnv.com **Date**

Customer Information Project Information Cross River Trail Dead Tree Felling North River Ranch Improvement Cross River Trl Tree Felling Contact Stewardship District **Phone** 941-724-2819 Andy Richardson, Sr. Land Dev. Mgr. E-mail **Proposal Prepared By:** Joe Hamilton joe@steadfastenv.com 5824 Lakewood Ranch Blvd Sarasota, FL 34240 Type Of Work Account # Tree Work

10/31/2023

Proposal #

Steadfast Environmental, LLC. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

| LANCDDWL - WETLAND MIT | | |
|--|-----|------------|
| Description | Qty | Cost |
| Environmental ground crew to cut dead trees down and leave in place in conservation area south of Cross River trail. | 1 | 4,320.00 |
| Any trees believed to be a future blockage for water flow will have sections cut to decrease blockage. | | |
| Est. Timframe 3-4 Days | | |
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| | | |
| HEREBY CERTIFY that I am the Client/Owner of record of the property which is the of this proposal and hereby authorize the performance of the services as described herein | | \$4,320.00 |

of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

| I warrant and represent that I $$ | am authorized to enter into this | Agreement as Client/Owner. | | |
|-----------------------------------|----------------------------------|----------------------------|-------------|--------|
| Accepted this | day of ~ ~ 0 U | , 20 <u>23</u> . | P. Williams | (Nace |
| Signature: | | _ Printed Name and Title: | PWICE | 1 |
| Representing (Name of Firm) |): | | | |

North River Ranch Improvement Stewardship District

Securiteam Commercial Security Lease

SECURITEAM 13745 N. Nebraska Avenue Tampa, Florida 33613 (813) 909-7775

SECURITEAM ONE COMMERCIAL SECURITY LEASE

EVENT BASED REMOTE VIDEO MONITORING (EBRVM): EBRVM service consists of warning trespossers and notifying responsible parties and/or local authorities of any human activity in accordance with Securiteam approved, written instructions supplied by subscriber

4. a. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of five (5) years and shall automatically renew year to year thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof SECURITY COMPANY shall be permitted from time to time to increase the monthly charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. Prior to the effective date of any increase, SECURITY COMPANY shall provide thirty (30) days advanced written notice to Subscriber. SECURITY COMPANY may invoice Subscriber in advance monthly, quarterly, or annually at SECURITY COMPANY's option, but payments are due monthly. Unless otherwise specified herein, all recurring charges for paragraphs 3A(a)-(c) and 3B services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month. In the event SECURITY COMPANY agrees to suspend its services and Subscriber's payments during the suspension period, the term of this agreement shall be deemed extended by the time of the suspension period.

Delayed: In the event the services provided in paragraph 3 of the Standard Commercial Security [the Agreement] Agreement are not intended to commence within one year from the date of execution of the Agreement, then the services and recurring charges specified in paragraph 3 of the Agreement shall commence upon activation of the system or 12 months from the date hereof, whichever is sooner. In the event the paragraph 3 services are delayed and do not commence on the first day of the month following execution of the Agreement then the term of the Agreement shall be extended by the period of delay so that the recurring charges for the full term shall be paid.

b. PERFORMANCE: The parties agree that their compliance with the terms of this agreement is expected for installation and on-going services. In the event that the security company is not providing services in accordance with the terms, conditions of this agreement then Subscriber shall provide security written notice of such non-compliance specifying the security company's deficient performance and providing the security company with a 60-day period to cure such deficiency. Should the security company fail to cure its deficient equipment or performance within 30 days of such notice — or provide satisfactory documentation of extraordinary supply chain delay, and receive an extension from the Subscriber, Subscriber shall send notice of termination of this agreement to the security company. Termination of this agreement shall terminate.

The parties agree that due to the nature of the services to be provided by SECURITY COMPANY, the payments to be made by the Subscriber for the term of this agreement form an integral part of SECURITY COMPANY's anticipated profits; that in the event of subscriber termination, subscriber shall pay any unpaid installation and invoiced charges to date in full. In addition, subscriber shall have the option of paying 90% of the Agreed Value of the system, which excludes any kiosk which Security Company shall remove, or 75% of the balance of all payments for the entire term of this agreement.

5. SUBSCRIBER'S CARE OF EQUIPMENT / REPAIRS AND ADDITIONS: Subscriber agrees not to tamper with, remove or otherwise

interfere with the security system. The equipment shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs, replacement, relocation or additions to the system made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by SECURITY COMPANY without additional charge. SECURITY COMPANY may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

- 6. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. SECURITY COMPANY does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, SECURITY COMPANY will authorize Subscriber access. SECURITY COMPANY is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and SECURITY COMPANY shall have no liability for such third-party unauthorized access. SECURITY COMPANY is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. SECURITY COMPANY is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.
- 7. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Installation, Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service, SECURITY COMPANY shall store and /or backup data received from Subscriber's system for a period of one year. SECURITY COMPANY shall have no liability for data corruption or inability to retrieve data even if caused by SECURITY COMPANY's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by SECURITY COMPANY and SECURITY COMPANY has no responsibility for such access or IP address service. SECURITY COMPANY has no responsibility for such access or IP address service. SECURITY COMPANY has no responsibility for such access or IP address service. SECURITY COMPANY will have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided SECURITY COMPANY will maintain the data base for the operation of the Access Control System. Subscriber will advise SECURITY COMPANY of all change in personnel and or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to SECURITY COMPANY regarding personnel access must be in writing via email or fax to addresses designated by SECURITY COMPANY. SECURITY COMPANY shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is re
- 8. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, SECURITY COMPANY or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from SECURITY COMPANY. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SECURITY COMPANY or SECURITY COMPANY of designee Monitoring Center and SECURITY COMPANY designals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of SECURITY COMPANY and are not maintained by SECURITY COMPANY except SECURITY COMPANY may own the radio network, and SECURITY COMPANY shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SECURITY COMPANY with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of high leaving a message on a nanswering machine, shall be deemed reasonable effort to contact the first
- 9. REPAIR SERVICE: Repair service pursuant to paragraph 3A(c)(ii) includes all parts and labor, and SECURITY COMPANY shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connected with the security system as originally installed without SECURITY COMPANY's written consent.
- 10. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Installation, Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. SECURITY COMPANY shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is a selected service, SECURITY COMPANY shall store data received from Subscriber's system for one year. SECURITY COMPANY shall have no liability for data corruption or inability to retrieve data even if caused by SECURITY COMPANY's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by SECURITY COMPANY and SECURITY COMPANY has no responsibility for such access or IP address service. If system has remote access SECURITY COMPANY is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. SECURITY COMPANY shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are used lawfully. SECURITY COMPANY has made installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. SECURITY COMPANY has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.
- 11. LIMITED WARRANTY ON EQUIPMENT: The security system is leased and remains personal property of SECURITY COMPANY. This lease includes repair service which exceeds manufacturer warranties. SECURITY COMPANY reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfilment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. SECURITY COMPANY is not the manufacturer of the equipment and other than SECURITY COMPANY's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, SECURITY COMPANY makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and SECURITY COMPANY shall not be liable for consequential damages. No equipment provided by SECURITY COMPANY is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Installation, Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent,

bacteria, virus or any illness. SECURITY COMPANY does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. SECURITY COMPANY expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SECURITY COMPANY. Subscriber acknowledges that any affirmation of fact or promise made by SECURITY COMPANY shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SECURITY COMPANY's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SECURITY COMPANY has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SECURITY COMPANY's breach of this agreement or negligence to any degree under this agreement is to require SECURITY COMPANY to repair or replace, at SECURITY COMPANY's proton, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 3A(c)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, SECURITY COMPANY will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

- 12. <u>ALTERATION OF PREMISES FOR INSTALLATION</u>: SECURITY COMPANY is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SECURITY COMPANY's sole discretion for the installation and service of the security system, and SECURITY COMPANY shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system. SECURITY COMPANY shall not be responsible for the condition of the premises upon removal of the security system and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.
- 13. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all AC power and electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hookups, RJ31x Block or equivalent, and maintain areas in the premises where active electronics, such as panel, expansion devices and power supplies, between 32 to 122 degrees Fahrenheit, as deemed necessary by SECURITY COMPANY in its sole discretion and to notify SECURITY COMPANY of any change in such service.
- 14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: SECURITY COMPANY shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SECURITY COMPANY's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SECURITY COMPANY, SECURITY COMPANY shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SECURITY COMPANY the sum of \$1,000 (plus applicable taxes) per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SECURITY COMPANY installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of SECURITY COMPANY, Subscriber agrees to pay an additional 5% of the installation charge, if any, upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. The pricing to be paid by Subscriber in this agreement is based on current pricing by SECURITY COMPANY's suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to SECURITY COMPANY by SECURITY COMPANY's suppliers and vendors in connection with equipment and services to be provided by SECURITY COMPANY to Subscriber. SECURITY COMPANY will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement.
- 15. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's responsibility to test the operation of the security equipment and to notify SECURITY COMPANY if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 3 and 9. SECURITY COMPANY shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, SECURITY COMPANY shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise SECURITY COMPANY of any defect, error, or ormission in the security equipment. In the event Subscriber complies with the terms of this agreement and SECURITY COMPANY fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to SECURITY COMPANY, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by SECURITY COMPANY, evidencing that warranty service or repair service was requested by Subscriber.
- 16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included under paragraph 3A(c)(ii) and will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connected with the security system as originally installed without SECURITY COMPANY's written consent.
- 17. SUBSCRIBER TO INSURE SECURITY EQUIPMENT: Subscriber shall insure SECURITY COMPANY's security equipment against fire and casualty and Subscriber agrees to name SECURITY COMPANY in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the security system. Notwithstanding the condition of Subscriber's premises, or SECURITY COMPANY's impossibility of performance occasioned by condition of Subscriber's premises, Subscriber shall remain liable for monthly payments for the term of this agreement without offset or reduction.
- 18. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and SECURITY COMPANY is named as additional insured proof of which shall be provided to SECURITY COMPANY and which shall on a primary and non-contributing basis cover any loss or damage SECURITY COMPANY's services are intended to detect in an amount deemed sufficient by Subscriber. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment or SECURITY COMPANY's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. SECURITY COMPANY shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against SECURITY COMPANY and its subcontractors for loss or damages caused by perils intended to be detected by SECURITY COMPANY's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.
- 19. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless SECURITY COMPANY, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by SECURITY COMPANY's performance, negligent performance or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SECURITY COMPANY or SECURITY COMPANY's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SECURITY COMPANY, which shall not unreasonably be withheld. SECURITY COMPANY shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.
- 20. EXCULPATORY CLAUSE: SECURITY COMPANY is not an insurer and no insurance coverage is offered herein. The equipment and SECURITY COMPANY's services are designed to detect and reduce certain risks of loss, though SECURITY COMPANY does not guarantee that no loss or damage will occur. No equipment provided by SECURITY COMPANY is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Installation, Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. SECURITY COMPANY is not assuming liability, and, therefore, Subscriber agrees SECURITY COMPANY, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue SECURITY COMPANY, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data,

personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SECURITY COMPANY's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

- 21. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR SECURITY COMPANY'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SECURITY COMPANY AS A RESULT OF SECURITY COMPANY'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF SECURITY COMPANY'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT SECURITY COMPANY'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 (PLUS APPLICABLE TAXES). IF SUBSCRIBER WISHES TO INCREASE SECURITY COMPANY'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH SECURITY COMPANY'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. SECURITY COMPANY'S LIABILITY FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.
 SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.
- 22. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by SECURITY COMPANY, the payments to be made by the Subscriber for the term of this agreement form an integral part of SECURITY COMPANY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SECURITY COMPANY's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SECURITY COMPANY, Subscriber shall have the option of paying 90% of the Agreed Value of the system, which excludes any kiosk which Security Company shall remove, or pay any unpaid installation and invoiced charges to date in full plus 75% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and SECURITY COMPANY shall be permitted to terminate all its services and remove its system and kiosk. Subscriber shall exercise its option in writing within 7 days of notice of default and failing to exercise its option Security Company shall be permitted exercise Subscriber's option on its behalf which election shall be conclusive and binding. Parties are authorized to notify each other by email or First-Class Mail delivered by the US Postal Service.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE. SUBSCRIBER MAY BRING CLAIMS SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE. SUBSCRIBER MAY BRING CLAIMS AGAINST SECURITY COMPANY ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT <a href="https://www.arbitrator.com/www.arbitrator.com/www.arbitrator.com/warbitrato

23. <u>ADDITIONAL PAYMENTS</u>: In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to SECURITY COMPANY any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon SECURITY COMPANY be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SECURITY COMPANY for such service or material.

BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS

- 24. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse SECURITY COMPANY for any fees or fines relating to permits or false alarms. SECURITY COMPANY shall have no liability for permit fees, false alarms false alarms fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of police or fire department responses this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons SECURITY COMPANY requiring any services or appearances, Subscriber agrees to pay SECURITY COMPANY \$150 per hour (plus applicable taxes) for such services and appearances. Subscriber shall reimburse SECURITY COMPANY for any Monitoring Center charges for excessive, run-a-way or false alarm signals.
- 25. SECURITY COMPANY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that SECURITY COMPANY is authorized and permitted to subcontract any services to be provided by SECURITY COMPANY to third parties who may be independent of SECURITY COMPANY, and that SECURITY COMPANY shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that Subscriber appoints SECURITY COMPANY to act as Subscriber's agent with respect to such third parties, except that SECURITY COMPANY shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SECURITY COMPANY's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of SECURITY COMPANY.
- 26. NO WARRANTIES OR REPRESENTATIONS / SUBSCRIBER'S EXCLUSIVE REMEDY: SECURITY COMPANY does not represent nor warrant that the security system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that SECURITY COMPANY is not an insurer, and that Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. SECURITY COMPANY has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for SECURITY COMPANY's default hereunder is to require SECURITY COMPANY to repair or replace, at SECURITY COMPANY's option, any equipment or part of the security system which is non-operational.
- 27. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify SECURITY COMPANY in writing of any undisclosed, concealed, or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event SECURITY COMPANY discovers the presence of suspected asbestos or other hazardous material, SECURITY COMPANY shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate SECURITY COMPANY for any additional expenses caused by the delay but not less than \$1000.00 per day (plus applicable taxes) until work can resume. If SECURITY COMPANY, in its sole discretion, determines that continuing the work poses a risk to SECURITY COMPANY or its employees or agents, SECURITY COMPANY may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate SECURITY COMPANY for all services rendered and material provided to date of termination. SECURITY COMPANY shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall SECURITY COMPANY be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.
- 28. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of SECURITY COMPANY assigned by SECURITY COMPANY to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of 2 years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SECURITY COMPANY shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with SECURITY COMPANY, times twelve, together with SECURITY COMPANY's counsel and expert witness fees.

- 29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants SECURITY COMPANY a security interest in the security equipment installed by SECURITY COMPANY and SECURITY COMPANY is authorized to file a financing statement.
- 30. <u>CREDIT INVESTIGATION:</u> Subscriber and any guarantor authorizes SECURITY COMPANY to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.
- 31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Installation, Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed unenforceable, the provision shall be deemed modified and enforceable to the extent deemed enforceable and, in any event, shall not render any other provision in this agreement unenforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT WHICH INCLUDES THE SCHEDULE OF INSTALLATION, EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

READ THEM BEFORE YOU SIGN THIS CONTRACT

| 0-01 | IDITY | COMP | A NIV. |
|------|-------|--------|--------|
| SEGI | JKILY | CUIVIP | ANI. |

By:Frank Prete (Nov 6, 2023 15:36 EST)
Signature

SUBSCRIBER:

| | | 01 - 1-1-1- | District |
|----------------------|----------------|-------------|----------|
| North River Ranch | Improvement | Stewardship | DISTRICT |
| MOLLII KIVEL Nalicii | IIIIpiovernene | 0000000 | |

Name Must Be Printed - Use Full Business Name

F Williams

By:

Signature By Authorized Officer

Tax ID or EIN

Pete Williams

Chair

Print Name, Print Title

Address

Subscriber's Email Address: pete@pwillassoc.com



North River Ranch Security Upgrades 11/8/22

North River Ranch Improvement Stewardship District

3501 Quadrangle Blvd., Ste. 270 Orlando,, FL

Prepared by:

Frank Prete
Vice President
Frank@mysecuriteam.com
813-978-1630



Why Securiteam

At Securiteam, we challenge conventional thinking in everything we do. We believe that thinking differently inspires innovation and creativity, enabling us to design and create innovative customized security and technology solutions that are durable, reliable, and user friendly.

We pride ourselves on our responsiveness, attention to detail, and customer service. We listen to your needs, collaborate ideas, and work to develop unique value-added solutions that meet today's most demanding requirements.

About Us

We are a Premier Security Solutions & Technology Integration Company Founded in 2005 Nationally recognized as a 2022 Top-100 Systems Integrator by SDM Magazine Created our Proprietary Virtual Security Guard Service in 2012 We Customize State-of-the-Art Solutions that meet YOUR Specific Needs Licensed, Bonded, Insured, and State Certified Security & Alarm Contractor Customer-Centric Business Culture Providing YOU with Exceptional Customer Service Industry Leading A+ Better Business Bureau Rating and a 4.9 Google Rating Panasonic Diamond Level Security Solutions Provider

What We Do

- Access Cards & Fobs
- Access Control Systems
- AV Systems
- Electronic Meeting Room Scheduler
- Digital Signage
- Guest Wi-Fi

- Low Voltage Cabling
- Music & Sound Distribution
- Monitored Surveillance Systems
- Security Systems
- Surveillance Systems
- Virtual Security Guard Service









Summary of Qualifications

Securiteam, Inc.

- > Securiteam's main office and monitoring center is in Tampa, FL
- Licensed, Bonded, Insured and State Certified Security and Fire Alarm Contractors
- > \$2 Million Liability Insurance policy
- > A+ rating by the BBB
- ≥ 24/7/365 live tech support
- > Listed in the top 100 Security Integrator's in the country

Key Personnel

Rob Cirillo - Founder & CEO

- > 25+ Years of electronic security industry experience including regional management positions.
- Licensed to design and install Security and Fire Alarm Systems in FL, MA, & ME
- > Automatic Fire Alarm Association Trained and Certified

Frank Prete - Vice President

- > 25+ Years technical industry experience
- > Certified for Burglar Alarm and Fire Alarm Installations

Technical Team

25+ Years technical industry experience

Office Personnel

• Nisha Sevilla – Office Manager – 5+ years of experience



Advanced Analytics & Surveillance



Through industry leading partnerships and innovative design, Securiteam provides true preventative protection using advanced AI Technology. Video technology is constantly evolving. If you're looking for the highest resolution, intelligent analytics, professional design, or knowledgeable staff, Securiteam can provide the best solution to meet your needs. We partner with companies to provide class leading, innovative solutions through smarter object detection (Vehicle or person), advanced, pattern-based video searches, and self-learning analytics. The technologies used include better scenario-based alerts like intrusion, loitering, and unusual activity detection. Securiteam leads the way by providing the best technologies through strategic partnerships.

Better-Than-Guard Level Security a Fraction of the cost

When Human presence is detected in an authorized area, the signal is sent to our state-of-the-art remote video monitoring center. Once the activity is verified by the remote officer, your custom predefined action plan is implemented which may include a live voice to the premises. The best part is that our cameras do not sleep, take breaks call out sick or ever get distracted.



Limit False Alarms and Save Storage



Using scene adaptive intelligence and varied analytical profiles, Advanced analytics reduce remote and local guard costs by eliminating most nuisance alarms that occur with conventional video motion detection. Simply put, our partners technologies can identify the difference between a person, a bird and windblown leaves where simple video motion cannot.



North River Ranch North River Ranch Security Upgrades 11/8/22

| 1 1 | Custom Built Tower Server ProtegeGX Server License | |
|----------|---|---|
| 1 | Protege GX Pre-Wired Kit - 8 Doors | |
| Access C | ontrol System Hardware Upgrade Riverfield | \$3,898.93 |
| 1 | Protege GX Pre-Wired Kit - 4 Doors | CONTRACTOR |
| Access C | ontro Hardware Upgrade (3 Gated Entries) | \$7,687.05 |
| 3 | Protege GX Pre-Wired Kit - 4 Doors | |
| Brightwo | od Surveillance Upgrade | \$6,760.97 |
| 1 | SMART Series 16-Channel 16PoE 4TB NVR Bundle with Turing Bridge | |
| 9 | SMART 4MP TwilightVision Bullet IP Camera 2.8mm SMART Series Fixed & Active Deterrence Bullet Junction Box, White | |
| 1 | SMART 4MP TwilightVision IR Turret IP Camera 2.8mm | |
| 1 | SMART Series Turret & Fixed Dome Wall Mount, White | |
| Brightwo | od Surveillance Addtions | \$4,619.15 |
| 3 | SMART 4MP TwilightVision Bullet IP Camera 2.8mm | |
| 3 | SMART Series Fixed & Active Deterrence Bullet Junction Box, White | |
| 1 0.5 | Araknis Networks 210 Series PoE 23 AWG 4 Pair Non-Shielded Plenum Category 6 White Jacket | |



Rivervield Surveillance Upgrade

\$3,415.19

- 1 SMART Series 16-Channel 16PoE 4TB NVR Bundle with Turing Bridge
- 3 SMART 4MP TwilightVision Bullet IP Camera 2.8mm
- 3 SMART Series Fixed & Active Deterrence Bullet Junction Box, White

Rivervield Surveillance Addtions

\$4,738.43

- 1 Araknis Networks 210 Series Websmart Gigabit Switch with Partial PoE and Front Ports
- 0.5 23 AWG 4 Pair Non-Shielded Plenum Category 6 White Jacket
 - 4 SMART 4MP TwilightVision Bullet IP Camera 2.8mm
 - 4 SMART Series Fixed & Active Deterrence Bullet Junction Box, White

Project Summary

TOTAL:

\$40,965.81

Hardware / Software enhancements.

NOTE: One software for amenity access control keyfob and visitor managment system with resident and guest access control for vehicles and keyfobs.

Pool Surveillance Monitoring Service: \$450.00 (monthly) each site

Total Surveillance System Monitoring: \$900 monthly.



Product Details

Custom Built Tower Server

Custom built windows based server for hosting surveillance access control and or other application software.



ProtegeGX Server License

ProtegeGX Server License



Protege GX Pre-Wired Kit - 4 Doors

Easy To Operate Simple To Integrate Effortless To Extend



Protege GX Pre-Wired Kit - 4 Doors

Easy To Operate Simple To Integrate Effortless To Extend



SMART Series 16-Channel 16PoE 4TB NVR Bundle with Turing Bridge

Face/Human/Vehicle AI and more with Turing SMART Series Cameras, Bridge, and Cloud First-Year Free Turing Vision Cloud AI Feature Access

Support Ultra265/H.265/H.264 video formats

32-channel input; 16 POE Ports

Up to 8MP input and 4K output

8TB Included; 4 SATA Max, up to 10TB for each HDD

Best used with Turing SMART series IP Cameras

Turing cloud-ready with Smart NVR series and Turing bridge/servers

Support cloud upgrade



A Security & Technology Company



SMART 4MP TwilightVision Bullet IP Camera 2.8mm

People and Vehicle Search with SMART series NVR and Turing Vision Cloud Max. 4MP (2688x1520) resolution @30/25fps
2.8mm fixed lens
TwilightVision allows for optimal image clarity in low light
Smart IR up to 40m (131ft)
Support 256 G microSD card
IP67, WDR, PoE



SMART Series Fixed & Active Deterrence Bullet Junction Box, White

Material: Aluminum alloy Operating Humidity: 0% - 90% RH Dimensions: 104mm x 54.5mm (4.11 x 2.15")



SMART 4MP TwilightVision IR Turret IP Camera 2.8mm

People and Vehicle Search with SMART series NVR and Turing Vision Cloud Max. 4MP (2688x1520) resolution @30/25fps
2.8mm fixed lens
TwilightVision allows for optimal image clarity in low light
Smart IR up to 30m (98ft)
Support 256 G microSD card
IP67, WDR, PoE



SMART Series Turret & Fixed Dome Wall Mount, White

Material: Aluminum alloy Operating Humidity: 0% - 90% RH Dimensions: 126.7 x 126.4 x 183.4mm (4.99 x 4.98 x 7.22")



A Security & Technology Company



SMART 4MP TwilightVision Bullet IP Camera 2.8mm

People and Vehicle Search with SMART series NVR and Turing Vision Cloud Max. 4MP(2688x1520) resolution @30/25fps
2.8mm fixed lens
TwilightVision allows for optimal image clarity in low light
Smart IR up to 40m (131ft)
Support 256 G microSD card
IP67, WDR, PoE



SMART Series Fixed & Active Deterrence Bullet Junction Box, White

Material: Aluminum alloy Operating Humidity: 0% - 90% RH Dimensions: 104mm x 54.5mm (4.11 x 2.15")



Araknis Networks 210 Series PoE

For installs that require PoE on a budget opt for the Araknis Networks 210-series switch. With it you get a sizable power budget and full PoE capability on all ports up to 30W. You can also take advantage of Websmart which allows you to control PoE and IP settings via OvrC. When it comes to operation this switch has it all including plug and play capability multiple mounting options and a sleek 1U.



23 AWG 4 Pair Non-Shielded Plenum Category 6 White Jacket





SMART Series 16-Channel 16PoE 4TB NVR Bundle with Turing

Face/Human/Vehicle AI and more with Turing SMART Series Cameras, Bridge, and Cloud First-Year Free Turing Vision Cloud Al Feature Access Support Ultra265/H.265/H.264 video formats

32-channel input; 16 POE Ports Up to 8MP input and 4K output

8TB Included; 4 SATA Max, up to 10TB for each HDD

Best used with Turing SMART series IP Cameras

Turing cloud-ready with Smart NVR series and Turing bridge/servers

Support cloud upgrade



SMART 4MP TwilightVision Bullet IP Camera 2.8mm

People and Vehicle Search with SMART series NVR and Turing Vision Cloud Max. 4MP(2688x1520) resolution @30/25fps 2.8mm fixed lens TwilightVision allows for optimal image clarity in low light Smart IR up to 40m (131ft) Support 256 G microSD card IP67, WDR, POE



SMART Series Fixed & Active Deterrence Bullet Junction Box, White

Material: Aluminum alloy Operating Humidity: 0% - 90% RH

Dimensions: 104mm x 54.5mm (4.11 x 2.15")



Araknis Networks 210 Series Websmart Gigabit Switch with **Partial PoE and Front Ports**

For installs that require PoE on a budget opt for the Araknis Networks 210-series switch. With it you get a sizable power budget and full PoE capability on all ports up to 30W. You can also take advantage of Websmart which allows you to control PoE and IP settings via OvrC. When it comes to operation this switch has it all including plug and play capability multiple mounting options and a sleek 1U.



23 AWG 4 Pair Non-Shielded Plenum Category 6 White Jacket

23 AWG 4 Pair Non-Shielded Plenum Category 6 White Jacket



SMART 4MP TwilightVision Bullet IP Camera 2.8mm

People and Vehicle Search with SMART series NVR and Turing Vision Cloud Max. 4MP(2688x1520) resolution @30/25fps
2.8mm fixed lens
TwilightVision allows for optimal image clarity in low light
Smart IR up to 40m (131ft)
Support 256 G microSD card
IP67, WDR, PoE



SMART Series Fixed & Active Deterrence Bullet Junction Box, White

Material: Aluminum alloy Operating Humidity: 0% - 90% RH Dimensions: 104mm x 54.5mm (4.11 x 2.15")



Terms, Scope, & Acceptance

Your satisfaction is important to us, and we plan to exceed your expectations! This proposal is a complete package, including design, wiring, equipment, installation.

All equipment is warranted by the manufacturers. We guarantee all installation work to be free of defects for a period of one year from installation date. If service is required, we will be happy to provide you with excellent service for your system.

Customer must maintain sufficient insurance to cover property damages or bodily injury for Customer and any of its licensees, invitees or others who are not such licensees, contractors, employees, agents or invitees of Securiteam, Inc. Customer agrees that recovery from Securiteam for any property damage or bodily injury shall be offset by payment from such insurance.

Prices contained in this proposal are valid for 30 days. Any changes to this proposal will be submitted in writing for approval.

To be supplied by others to Securiteam's specifications:

- Municipal permit fees (if applicable)
- > A/C power & electrical conduit
- > Applicable internet or telephone communications services
- > 50% down and balance upon substantial completion

F Williams

Nov 6, 2023

Accepted by

Date

I accept this proposal and authorize the work to be done and accept responsibility for payments due. FW

SecuriteamOne Plus Event-based Video Monitoring

Final Audit Report 2023-11-06

Created:

2023-10-05

By:

Frank Prete (frank@mysecuriteam.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAB4XFNeSgB1mvjZQ9mhkfaF73sJ8ZnEEU

"SecuriteamOne Plus Event-based Video Monitoring" History

- Document created by Frank Prete (frank@mysecuriteam.com) 2023-10-05 4:29:38 PM GMT- IP address: 47.206.145.157
- Document emailed to Charles Varah (cvarah@nealland.com) for signature 2023-10-05 4:41:20 PM GMT
- Frank Prete (frank@mysecuriteam.com) replaced signer Charles Varah (cvarah@nealland.com) with Jorge Orsini (orsinij@pfm.com)

2023-10-24 - 5:24:08 PM GMT- IP address: 47.206.145.157

- Document emailed to Jorge Orsini (orsinij@pfm.com) for signature 2023-10-24 5:24:09 PM GMT
- Email viewed by Jorge Orsini (orsinij@pfm.com) 2023-10-24 6:02:45 PM GMT- IP address: 38.21.4.119
- Document signing delegated to Pete Williams (pete@pwillassoc.com) by Jorge Orsini (orsinij@pfm.com) 2023-10-25 5:28:54 PM GMT- IP address: 155.190.18.43
- Document emailed to Pete Williams (pete@pwillassoc.com) for signature 2023-10-25 5:28:54 PM GMT
- Email viewed by Pete Williams (pete@pwillassoc.com) 2023-11-06 8:22:57 PM GMT- IP address: 65.33.18.48
- Document e-signed by Pete Williams (pete@pwillassoc.com)

 Signature Date: 2023-11-06 8:25:19 PM GMT Time Source: server- IP address: 65.33.18.48
- Document emailed to Frank Prete (frank@mysecuriteam.com) for signature 2023-11-06 8:25:20 PM GMT



Occument e-signed by Frank Prete (frank@mysecuriteam.com)
Signature Date: 2023-11-06 - 8:36:13 PM GMT - Time Source: server- IP address: 47.206.145.157

Agreement completed.
 2023-11-06 - 8:36:13 PM GMT

North River Ranch Improvement Stewardship District

Payment Authorizations Nos. 048 – 051

Payment Authorizations 048 - 051

| PA# | Description | | Amount | Total |
|-----|---|-----------|--------------------|-------|
| 48 | Advanced Aquatic Services | \$ | 831.00 | |
| | , aranou / quano co: 11000 | \$ | 5,578.00 | |
| | | | • | |
| | Ballenger Irrigation | \$ | 750.00 | |
| | | | | |
| | Clean Sweep Parking Lot Maintenance | \$ | 85.00 | |
| | Doody Free 941 | \$ | 390.00 | |
| | Doody Free 341 | Ψ | 330.00 | |
| | Egis Insurance & Risk Advisors | \$ | 54,023.00 | |
| | | | | |
| | Frontier | \$ | 728.20 | |
| | lon Dro of Managata | • | 920.70 | |
| | Jan-Pro of Manasota | \$ | 820.70 1,342.50 | |
| | | Ψ | 1,342.30 | |
| | Manatee County Utilities Department | \$ | 30.00 | |
| | · · | | | |
| | Peace River Electric Cooperative | \$ | 29.34 | |
| | | \$ | 1,517.63 | |
| | Duancian Dantahlaa | - | 4 400 00 | |
| | Premier Portables | \$ | 1,120.00 | |
| | S&G Pools | \$ | 1,500.00 | |
| | 33.3 . 33.6 | \$ | 1,166.00 | |
| | | | | |
| | Southern Land Services of Southwest Florida | \$ | 900.00 | |
| | | _ | 100 == | |
| | Spectrum Business | \$ | 132.77 | |
| | Suburban Propane | \$ | 658.23 | |
| + | ουναιναιί τομαίιο | Ψ | 000.20 | |
| | Valley National Bank | \$ | 1,050.90 | |
| | | | | |
| | WTS International | \$ | 2,031.25 | |
| | | \$ | 682.50 | |

| | | | \$75,367.02 |
|----|--------------------------------|-----------------|-------------|
| | | | |
| 49 | Aqua Elctrical Plumbing & Air | \$ 654.00 | |
| 70 | Aqua Eletricar i lambing & All | \$ 654.00 | |
| | | 004.00 | |
| | Clearview Land Design | \$ 1,586.89 | |
| | | 1,000.00 | |
| | Cory Advertising | \$ 295.00 | |
| | - | | |
| | Daystar Exterior Cleaning | \$ 990.00 | |
| | | | |
| | Jan-Pro of Manasota | \$ 285.50 | |
| | | \$ 124.20 | |
| | | | |
| | Skyline Promotions | \$ 300.00 | |
| | | | |
| | Stantec Consulting Services | \$ 9,879.75 | |
| | | | |
| | Starlight Limousine | \$ 1,200.00 | |
| | | | |
| | Steadfast Contractors Alliance | \$ 2,300.00 | |
| | | | |
| | Sunrise Landscape | \$ 1,442.23 | |
| | | \$ 676.68 | |
| | | \$ 665.55 | |
| | | \$ 487.63 | |
| | | \$ 3,337.25 | |
| | | \$ 3,027.63 | |
| | | \$ 1,753.83 | |
| | | \$ 662.28 | |
| | | \$ 2,417.50 | |
| | | \$ 2,358.10 | |
| | | \$ 41,057.24 | |
| | | | |
| | Supervisor Fees | | |
| | Dale Weidemiller | \$ 200.00 | |
| | John Leinaweaver | \$ 200.00 | |
| | Pete Williams | \$ 200.00 | |
| | Janice Snow | \$ 200.00 | |
| | John Blakley | \$ 200.00 | |
| | | | |
| | WTS International | \$ 3,305.75 | |

| | | | T | |
|----|---------------------------------------|---|-----------|-------------|
| | Yarnall Warehousing Solutions | \$ | 2,616.19 | |
| | <u> </u> | | , | |
| | | | | \$85,693.20 |
| | | | | , , |
| 50 | Aqua Plumbing & Air | \$ | 74.00 | |
| | , , , , , , , , , , , , , , , , , , , | | | |
| | Daystar Exterior Cleaning | \$ | 800.00 | |
| | | \$ | 315.00 | |
| | | | 0.10100 | |
| | Spectrum Business | \$ | 124.08 | |
| | | | | |
| | Steadfast Maintenance | \$ | 4,000.00 | |
| | | \$ | 4,000.00 | |
| | | \$ | 4,000.00 | |
| | | \$ | 4,000.00 | |
| | | \$ | 4,000.00 | |
| | | | .,000.00 | |
| | Sunrise Landscape | \$ | 41,057.24 | |
| | Cumo Lunasapo | | 41,007.24 | |
| | VGlobalTech | \$ | 300.00 | |
| | V 0.105011 1 0011 | \$ | 150.00 | |
| | | \$ | 150.00 | |
| | | \$ | 300.00 | |
| | | Ψ | 300.00 | |
| | WTS International | \$ | (7.00) | |
| | WIS international | \$ | 52.20 | |
| | | Ψ | 32.20 | |
| + | | | + | \$63,315.52 |
| | | | + | φ03,313.32 |
| 51 | Bay Area Bobcat | \$ | 1,200.00 | |
| 31 | Bay Alea Bobcat | Ψ | 1,200.00 | |
| | Bliss Products and Services | \$ | 197.35 | |
| | Bliss Flouncis and Services | - P | 197.35 | |
| | Frantiar | \$ | 678.64 | |
| | Frontier | — | 0/0.04 | |
| | Kutok Book | | 040 50 | |
| | Kutak Rock | \$ | 918.50 | |
| | DEM Crown Consulting | • | 6 446 67 | |
| | PFM Group Consulting | \$ | 6,416.67 | |
| | | \$ | 2,083.33 | |
| | | \$ | 13.58 | |
| | 0 | | 750.00 | |
| | Santos USA Construction | \$ | 750.00 | |
| | | \$ | 750.00 | |
| | | | | |
| | Sunrise Landscape | \$ | 1,127.80 | |
| | | \$ | 4,147.00 | |

| | \$ | 9,981.02 | |
|-------------------|----|----------|--------------|
| WilLScot | • | 4 272 20 | |
| WIILSCOL | φ | 1,273.20 | |
| WTS International | \$ | 3,226.81 | |
| | | | \$32,763.90 |
| | | | |
| | | Total | \$257,139.64 |

Payment Authorization No. 048

10/6/2023

| Item No. | Vendor | Invoice Number | General Fund | Fiscal Year |
|-------------|--|------------------------------------|----------------------------|--------------------|
| 1 | Advanced Aquatic Services October Pesticide Application October Lake Maintenance | 10551367 10551419 | \$ 831.00 5,578.00 | FY 2024 FY 2024 |
| 2 | Ballenger Irrigation October Irrigation Consulting | 23464 | \$ 750.00 | FY 2024 |
| 3 | Clean Sweep Parking Lot Maintenance Power Sweeping 09/07/2023 | 52742 | \$ 85.00 | FY 2023 |
| 4 | Doody Free 941 October Dog Station Maintenance | 25781 | \$ 390.00 | FY 2024 |
| 5 | Egis Insurance & Risk Advisors FY 2024 Insurance | 20372 | \$ 54,023.00 | FY 2024 |
| 6 | Frontier Pavilion Services 10/03/2023 - 11/02/2023 | cct: 941-776-0433-093021-5 | \$ 728.20 | FY 2024 |
| 7 | Jan-Pro of Manasota October Riverfield Verandah Janitorial Services October Brightwood Pavilion Janitorial Services | 78471 78513 | \$ 820.70 1,342.50 | FY 2024 FY 2024 |
| 8 | Manatee County Utilities Department 11870 Richmond Trl | Acct: 342099-182170 | \$ 30.00 | FY 2023 |
| 9 | Peace River Electric Cooperative 11362 Rolling Fork Trl; Service 08/25/2023/ - 09/25/2023 NRR Ph1C & 1D Lighting; Service 08/24/2023/ - 09/23/2023 | Acct: 168751025 Acct: 199230001 | \$ 29.34 1,517.63 | FY 2023 FY 2023 |
| 10 | Premier Portables Holding Tank Rental 09/28/2023 - 10/25/2023 | A-171272 | \$ 1,120.00 | FY 2024 |
| 11 | S&G Pools October Brightwood Pool Service October Riverfield Pool Service | NRR101223 RF102319 | \$ 1,500.00 1,166.00 | FY 2024 FY 2024 |
| 12 | Southern Land Services of Southwest Florida September Dog Park Landscaping | 091523-75 | \$ 900.00 | FY 2023 |
| 13 | Spectrum Business 11510 Little River Way Services 09/28/2023 - 10/27/2023 | 0125330092823 | 132.77 | FY 2024 |
| 14 | Suburban Propane October Propane Service | Acct: 1564-310813 | \$ 658.23 | FY 2024 |

Page 1 of 2

Payment Authorization No. 048

10/6/2023

| Item No. | Vendor | Invoice Number | General Fund | Fiscal Year |
|-------------|--|-------------------|-----------------|----------------|
| 15 | Valley National Bank | | | |
| | VISA Statement Closing Date 09/29/2023 | Acct. 9466 | \$ 1,050.90 | FY 2023 |
| 16 | WTS International | | | |
| | October Management | 12380848 | \$ 2,031.25 | FY 2024 |
| | October Benefits | 12381937 | \$ 682.50 | FY 2024 |
| | | TOTAL | \$ 75,367.02 | |
| | | | \$ 3,612.87 | FY 2023 |
| | | | \$ 71,754.15 | |

Vivian Carvalho
Secretary / Assistant Secretary

Payment Authorization No. 049

10/13/2023

| Item No. | Vendor | Invoice Number | | General Fund | Fiscal Year |
|-------------|---|---------------------|----------|----------------------|--------------------|
| 4 | Acus Direction 9 Air | | | | |
| 1 | Aqua Plumbing & Air Electrical Outlet Installation - 8890 Ft Hamer Rd | 588140 | \$ | 654.00 | FY 2023 |
| | Electrical Outlet Installation - 8905 Grand River Pkwy | 588278 | \$ | 654.00 | FY 2023 |
| | Electrical Outlet Installation - 11724 Moccasin Wallow Rd | 588320 | \$ | 654.00 | FY 2023 |
| | Electrical Outlet Installation - 11712 Moccasin Wallow Rd | 588321 | \$ | 654.00 | FY 2023 |
| | Electrical Outlet Installation - 8010 Ft Hamer Rd | 588322 | \$ | 654.00 | FY 2023 |
| | Electrical Outlet Installation - 10146 Hammock Brook Dr | 588323 | \$ | 654.00 | FY 2023 |
| 2 | Clearview Land Design | | | | |
| | NRR Reimbursables Through 10/06/2023 | 23-05828 | \$ | 1,586.89 | FY 2023 |
| 3 | Cory Advertising | 40-0 | • | | E) / 000 / |
| | NRR Directional Sign | 1970 | \$ | 295.00 | FY 2024 |
| 4 | Daystar Exterior Cleaning | | | | |
| | October Brightwood Cleaning | 19341 | \$ | 990.00 | FY 2024 |
| 5 | Jan-Pro of Manasota | | | | |
| | Brightwood Janitorial Supplies | 1228 | \$ | 285.50 | FY 2024 |
| | Riverfield Janitorial Supplies | 1243 | \$ | 124.20 | FY 2024 |
| 6 | Skyline Promotions | 00740 | ф | 200.00 | F)/ 0004 |
| | 5' Red Cloudbuster Balloon | 92710 | \$ | 300.00 | FY 2024 |
| 7 | Stantec Consulting Services | | | | |
| | District Engineering Services Through 09/29/2023 | 2140622 | \$ | 9,879.75 | FY 2023 |
| 8 | Starlight Limousine | | | | |
| | School Bus Shuttles | 110423A | \$ | 1,200.00 | FY 2024 |
| 9 | Steadfast Contractors Alliance | | | | |
| | Storm Clean Up from Hurricane Ian in October 2022 | SCA-13098 | \$ | 2,300.00 | FY 2023 |
| 10 | Sunrise Landscape | | _ | | |
| | Irrigation Repairs - Verandah Amenity | 13152 | \$ | 1,442.23 | FY 2023 |
| | Irrigation Repairs - Controller C | 13153 | \$ | 676.68 | FY 2023 |
| | Irrigation Repairs - Controller D | 13154 | \$ | 665.55 | FY 2023 |
| | Irrigation Repairs - Controller F | 13155 | \$ | 487.63 | FY 2023 |
| | Foxtail Palm Replacement Sabal Palm and Wax Myrtle Replacement | 13297 13298 | \$ \$ | 3,337.25 3,027.63 | FY 2023 FY 2023 |
| | Irrigation Repairs - Controller C | 13298 | \$ \$ | | FY 2023 FY 2023 |
| | Irrigation Repairs - Controller C | 13401 | \$ \$ | 1,753.83 662.28 | FY 2023 |
| | Annual Plants Replacement | 13417 | э \$ | 2,417.50 | FY 2023 |
| | Irrigation Repairs - Controller B | 13444 | | 2,417.50 | FY 2023 FY 2023 |
| | September Landscape Maintenance | 13447 | \$ \$ | 41,057.24 | FY 2023 |
| | Ochtomber Fariuscape Maintenance | 1 J 14 / | Ψ | +1,001.24 | 1 1 2025 |

Page 1 of 2

Payment Authorization No. 049

10/13/2023

| Item No. | Vendor | Invoice Number | General Fund | Fiscal Year |
|-------------|--|-------------------|-----------------|----------------|
| 11 | Supervisor Fees - 10/11/2023 Meeting | | | |
| | Dale Weidemiller | | \$ 200.00 | FY 2024 |
| | John Leinaweaver | | \$ 200.00 | FY 2024 |
| | Pete Williams | | \$ 200.00 | FY 2024 |
| | Janice Snow | | \$ 200.00 | FY 2024 |
| | John Blakley | | \$ 200.00 | FY 2024 |
| 12 | WTS International | | | |
| | Payroll - Pay Period Ending 09/30/2023 | 12382742 | \$ 3,305.75 | FY 2023 |
| 13 | Yarnall Warehousing Solutions | | | |
| | Adirondack Chair Assembly & Delivery | 3696 | \$ 2,616.19 | FY 2023 |
| | | TOTAL | \$ 85,693.20 | |
| | | | \$ 81,498.50 | FY 2023 |
| | | | \$ 4,194.70 | FY 2024 |

Venessa Ripoll
Secretary / Assistant Secretary

Payment Authorization No. 050

10/20/2023

| ltem No. | Vendor | Invoice Number | General Fund | Fisc Yea |
|-------------|--|-------------------|-----------------|-------------|
| 1 | Aqua Plumbing & Air | | | |
| | Annual Water Service Backflow Testing | 569636 | \$ 74.00 | FY 20 |
| 2 | Daystar Exterior Cleaning | | | |
| | October Riverfield Veranda Cleaning | 19387 | \$ 800.00 | FY 20 |
| | October Wildleaf Cleaning | 19409 | \$ 315.00 | FY 20 |
| 3 | Spectrum Business | | | |
| | 8414 Arrow Creek Dr Services 10/15/2023 - 11/14/2023 | 0126098101523 | \$ 124.08 | FY 20 |
| 4 | Steadfast Maintenance | | | |
| | June Landscape Maintenance | SM-9266 | \$ 4,000.00 | FY 20 |
| | July Landscape Maintenance | SM-9350 | \$ 4,000.00 | FY 2 |
| | August Landscape Maintenance | SM-9634 | \$ 4,000.00 | FY 2 |
| | September Landscape Maintenance | SM-9860 | \$ 4,000.00 | FY 2 |
| | October Landscape Maintenance | SM-10093 | \$ 4,000.00 | FY 2 |
| 5 | Sunrise Landscape | | | |
| | May Landscape Maintenance | 11228 | \$ 41,057.24 | FY 2 |
| 6 | VGlobalTech | | | |
| | Q2 ADA Audit | 5068 | \$ 300.00 | FY 2 |
| | August Website Maintenance | 5334 | \$ 150.00 | FY 2 |
| | September Website Maintenance | 5380 | \$ 150.00 | FY 2 |
| | Q3 ADA Audit | 5381 | \$ 300.00 | FY 2 |
| 7 | WTS nternational | | | |
| | September Expenses | 5494 | \$ (7.00) | FY 2 |
| | Q2 401K Match | 12376749 | \$ 52.20 | FY 2 |

Board Member

TOTAL

63,315.52

58,002.44

5,313.08

FY 2023

FY 2024

Payment Authorization No. 051

10/27/2023

| Item No. | Vendor | Invoice Number | | General Fund | Fiscal Year |
|-------------|--|---|----------------|----------------------------------|-------------------------------|
| 1 | Bay Area Bobcat Yard Drains | 83 | \$ | 1,200.00 | FY 2024 |
| 2 | Bliss Products and Services Brightwood Clubhouse Furniture Repair | 24813 | \$ | 197.35 | FY 2024 |
| 3 | Frontier Pavilion Services 10/23/2023 - 11/22/2023 | Acct: 941-776-9088-032320-5 | \$ | 678.64 | FY 2024 |
| 4 | Kutak Rock General Counsel Through 09/30/2023 | 3297170 | \$ | 918.50 | FY 2023 |
| 5 | PFM Group Consulting DM Fee: October 2023 Field Sevices Fee: October 2023 September Reimbursables | DM-10-2023-35 DM-10-2023-36 OE-EXP-10-2023-29 | \$ \$ \$ | 6,416.67 2,083.33 13.58 | FY 2024 FY 2024 FY 2023 |
| 6 | Santos USA Construction Tree Root Cutting and Paver Leveling Deposit Paver Adjustment Deposit | 3453 3454 | \$ | 750.00 750.00 | FY 2024 FY 2024 |
| 7 | Sunrise Landscape Irrigation Repairs Bismark Palm Replacement Additional Landscape Maintenance on 10/23/2023 | 14098 14146 14147 | \$ \$ \$ | 1,127.80 4,147.00 9,981.02 | FY 2024 FY 2024 FY 2024 |
| 8 | WillScot Fort Hammer Rd Mobile Office Rental: 10/25/2023 - 11/21/2023 | 9019230777 | \$ | 1,273.20 | FY 2024 |
| 9 | WTS International Payroll - Pay Period Ending 10/15/2023 | 12383587 | \$ | 3,226.81 | FY 2024 |

TOTAL 32,763.90

> 932.08 FY 2023 31,831.82 FY 2024

North River Ranch Improvement Stewardship District

Funding Requests Nos. 350 – 360 Funding Requests 350 - 360

| FR# | Funding Requests 350 - 360 | Amount | Total |
|---------------------|---|--|-------------------|
| FK# | Description | Amount | TOTAL |
| 350 | | | |
| Amenity | Apollo Sunguard Systems | \$ 25,926.00 | |
| | T pene cangama e jeteme | Ψ =0,0=0.00 | |
| | RIPA & Associates | \$ 772,707.68 | |
| | | | |
| | | | |
| | | | \$798,633.6 |
| | | | |
| 351 | | 4 400 00 | |
| Phase FT Hamer | Southern Land Services of Southwest Florida | \$ 1,400.00 | |
| | Stewart's Tree Service | \$ 11,700.00 | |
| | Stewart's Tree Service | Ψ 11,700.00 | |
| | Terracon Consultants | \$ 7,137.50 | |
| | Torradori dorradina | Ψ 1,101.00 | |
| | | | |
| | | | \$20,237.5 |
| | | | |
| 352 | | | |
| Phase 4 | Bay Area Bobcat | \$ 250.00 | |
| | | \$ 1,200.00 | |
| | | | |
| | Bliss Products and Services | \$ 30,445.40 | |
| | | | |
| | | | \$31,895.40 |
| | | | |
| 353 | Dulagous Familias Compless | ф 0.026.00 | |
| Amenity | Driggers Engineering Services | \$ 8,836.00 \$ 313.00 | |
| | | \$ 313.00 | |
| | Ron Litts | \$ 2,450.00 | |
| | Non Eitts | Ψ 2,400.00 | |
| | | | \$11,599.00 |
| | | | VIII,00010 |
| 354 | | | |
| Phase Ft Hamer | Atwell | \$ 471.00 | |
| | | | |
| | Bay Area Bobcat | \$ 6,000.00 | |
| | | | |
| | Clearview Land Design | \$ 12,500.00 | |
| | | \$ 1,978.00 | |
| | | 40.000.54 | |
| | MSB Services | \$ 42,232.54 | |
| | | | \$63,181.5 |
| | | + | φου, 101.54 |
| 355 | | | |
| Phase 4 | Bay Srea Bobcat | \$ 6,550.00 | |
| | 2.3, 0.00 20000 | \$ 5,450.00 | |
| | | 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1 | |
| | Clearview Land Design | \$ 8,860.00 | |
| | | \$ 1,250.00 | |
| | | | |
| | Maverick Building Solutions | \$ 2,200.00 | |
| | | \$ 7,325.00 | |
| | | | Ac. |
| | | | \$31,635.0 |
| 050 | | | |
| 356 | Day Avec Debast | ¢ 4.050.00 | |
| Phase Morgan's Glen | Bay Area Bobcat | \$ 1,250.00 | |

| | Steadfast Contractors Alliance | \$ 134,734.00 | |
|--------------------|--------------------------------|------------------|--------------------|
| | | \$ 12,950.00 | |
| | | | ***** |
| | | | \$148,934.00 |
| 357 | | | |
| Amenity | Fortiline Waterworks | \$ 19,883.70 | |
| Amonity | Tortime Waterworks | \$ (1,690.10) | |
| | | \$ (2,253.00) | |
| | | \$ 37,147.00 | |
| | | \$ (100.00) | |
| | | · / | |
| | LRK | \$ 3,475.00 | |
| | | | |
| | | | \$56,462.60 |
| | | | |
| 358 | | | |
| Amenity | LRK | \$ 1,525.00 | |
| | | | |
| | | | \$1,525.00 |
| | | | |
| 359 | | | |
| Phase Ft Hamer | BKS Partners | \$ 694.00 | |
| | | \$ 750.00 | |
| | | \$ 125.00 | |
| | | | |
| | Booth Design Group | \$ 450.00 | |
| | | 450,000,00 | |
| | MSB Services | \$ 152,083.89 | |
| | | | #454 400 00 |
| 000 | | | \$154,102.89 |
| 360 | W | 0.040.00 | |
| Jon M Hall Dispute | Kutak Rock | \$ 3,242.00 | |
| | | | A2 2 4 2 2 2 |
| | | | \$3,242.00 |
| | | One a Tatal | £4.204.440.24 |
| | | Grand Total | \$1,321,448.61 |

Funding Request No. 350

10/6/2023

| Item No. | Vendor | Invoice Number | Construction Fund | Fiscal Year |
|-------------|---|-------------------|----------------------|----------------|
| AMENITY | | | | |
| 1 | Apollo Sunguard Systems Shade Cover Installation | 207131 | \$ 25,926.00 | FY 2023 |
| 2 | RIPA & Associates Amenity Center Pay Application 9 Through 09/30/2023 | 01-2137-09 | \$ 772,107.68 | FY 2023 |

Total - PAYABLE TO NORTH RIVER RANCH ISD \$ 798,033.68

\$ 798,033.68 FY 2023 \$ FY 2024

Secretary / Assistant Secretary

Funding Request No. 351

10/6/2023

| Item No. | Vendor | Invoice Number | C | onstruction Fund | Fiscal Year |
|-------------|---|-------------------|----|---------------------|----------------|
| PHASE FT | HAMER | | | | |
| 1 | Southern Land Services of Southwest Florida September Landscaping | 091523-77 | \$ | 1,400.00 | FY 2023 |
| 2 | Stewart's Tree Service 2nd Ext Live Trees | 18093 | \$ | 11,700.00 | FY 2023 |
| 3 | Terracon Consultants Bella Lago to Road FF Services Through 09/23/2023 | TK06451 | \$ | 7,137.50 | FY 2023 |

Total - PAYABLE TO NORTH RIVER RANCH ISD \$ 20,237.50

| \$ 20,237.50 | FY 2023 |
|-----------------|---------|
| \$ - | FY 2024 |

Vivian Carvalho
Secretary / Assistant Secretary

Funding Request No. 352

10/6/2023

| Item No. | Vendor | Invoice Number | C | onstruction Fund | Fiscal Year |
|-------------|---|-------------------|----------|---------------------|--------------------|
| PHASE 4 | | | | | |
| 1 | Bay Area Bobcat Bike Repair Station Installation Spread Excess Dirt | 75 76 | \$ \$ | 250.00 1,200.00 | FY 2023 FY 2023 |
| 2 | Bliss Products and Services Park Structures Installation | 24713 | \$ | 30,445.40 | FY 2023 |

Total PAYABLE TO NORTH RIVER RANCH ISD \$ 31,895.40

| \$ 31,895.40 | FY 2023 |
|-----------------|---------|
| \$ | FY 2024 |

Vivian Carvalho
Secretary / Assistant Secretary

Funding Request No. 353

10/13/2023

| ltem No. | Vendor | Invoice Number | Co | nstruction Fund | Fiscal Year |
|----------------|---|-------------------|----|--------------------|----------------|
| | , 5,,45, | | | | |
| <u>AMENITY</u> | | | | | |
| 1 | Driggers Engineering Services | | | | |
| | Amenity Center Infrastructure Materials Testing | SAL16459 | \$ | 8,836.00 | FY 2023 |
| | Amenities and Pool Materials Testing | SAL16461 | \$ | 313.00 | FY 2023 |
| 2 | Ron Litts | | | | |
| | October Amenity Tree Inspection | 102556 | \$ | 2,450.00 | FY 2024 |

Total - PAYABLE TO NORTH RIVER RANCH ISD \$ 11,599.00

| \$ 9,149.00 | FY 2023 |
|----------------|---------|
| \$ 2,450.00 | FY 2024 |

Venessa Ripoll
Secretary / Assistant Secretary

Funding Request No. 354

10/13/2023

| Item No. | Vendor | Invoice Number | Co | onstruction Fund | Fiscal Year |
|-------------|---|----------------------|----------|-----------------------|--------------------|
| PHASE FT | HAMER . | | | | |
| 1 | Atwell Miscellaneous Stakeout Services Through 09/30/2023 | 319394 | \$ | 471.00 | FY 2023 |
| 2 | Bay Area Bobcat Pond Bank Repair | 77 | \$ | 6,000.00 | FY 2024 |
| 3 | Clearview Land Design 2nd Ext Inspection & Certification Services Through 10/06/2023 Haval Farms 2nd Ext. Design & Permitting Services Through 10/06/2023 | 23-05824 23-05830 | \$ \$ | 12,500.00 1,978.00 | FY 2023 FY 2023 |
| 4 | MSB Services Ft Hamer 2nd Ext. Lighting Pay Application #9 Through 08/31/2023 | 22030-9 | \$ | 42,232.54 | FY 2023 |

Total - PAYABLE TO NORTH RIVER RANCH ISD \$ 63,181.54

\$ 57,181.54 FY 2023 \$ 6,000.00 FY 2024

Venussa Repoll
Secretary / Assistant Secretary

Funding Request No. 355

10/13/2023

| Item No. | Vendor | Invoice Number | Сс | nstruction Fund | Fiscal Year |
|-------------|---|-------------------|----|--------------------|----------------|
| PHASE 4 | | | | | |
| 1 | Bay Area Bobcat | | | | |
| | Relocate Mailbox Kiosk | 78 | \$ | 6,550.00 | FY 2024 |
| | 4B Park Concrete Repair | 79 | \$ | 5,450.00 | FY 2024 |
| 2 | Clearview Land Design | | | | |
| | Phase 4A Record Drawings Services Through 10/06/2023 | 23-05825 | \$ | 8,860.00 | FY 2023 |
| | Wildleaf Design Services Through 10/06/2023 | 23-05829 | \$ | 1,250.00 | FY 2023 |
| 3 | Maverick Building Solutions | | | | |
| | Wildleaf 4A Sunguard Shade Structure Installation Deposit | 111 | \$ | 2,200.00 | FY 2024 |
| | Wildleaf 4B Sunguard Shade Structure Installation Deposit | 112 | \$ | 7,325.00 | FY 2024 |

Total PAYABLE TO NORTH RIVER RANCH ISD \$ 31,635.00

| \$ 10,110.00 | FY 2023 |
|-----------------|---------|
| \$ 21,525.00 | FY 2024 |

Venessa Ripoll
Secretary / Assistant Secretary

Funding Request No. 356

10/20/2023

| Item No. | Vendor | Invoice Number | C | Construction Fund | Fiscal Year |
|-------------|--|------------------------|----------|-------------------------|--------------------|
| PHASE M | ORGAN'S GLEN | | | | |
| 1 | Bay Area Bobcat Construction Debris Cleaning | 80 | \$ | 1,250.00 | FY 2024 |
| 2 | Steadfast Contractors Alliance East Side Required Buffer North Side Retaining Wall | SCA-14854 SCA-15608 | \$ \$ | 134,734.00 12,950.00 | FY 2023 FY 2023 |

Total PAYABLE TO NORTH RIVER RANCH ISD \$ 148,934.00

| \$ 147,684.00 | FY 2023 |
|------------------|---------|
| \$ 1,250.00 | FY 2024 |

Funding Request No. 357

10/20/2023

| Item No. | Vendor | Invoice Number | C | onstruction Fund | Fiscal Year |
|-------------|--|-------------------|----|---------------------|----------------|
| AMENITY | , 5,,25, | | | | |
| AMENITY | | | | | |
| 1 | Fortiline Waterworks | | | | |
| | Amenity Construction Invoices | 6143410 | \$ | 19,883.70 | FY 2023 |
| | Amenity Construction Invoices | 6254755 | \$ | (1,690.10) | FY 2023 |
| | Amenity Construction Invoices | 6260764 | \$ | (2,253.00) | FY 2023 |
| | Amenity Construction Invoices | 6058811 | \$ | 37,147.00 | FY 2023 |
| | Amenity Construction Invoices | 6254730 | \$ | (100.00) | FY 2023 |
| 2 | LRK | | | | |
| | Amenity Professional Services Through 09/30/2023 | 04.20020.00 - 24 | \$ | 3,475.00 | FY 2023 |

Total - PAYABLE TO NORTH RIVER RANCH ISD \$ 56,462.60

\$ 56,462.60 FY 2023 \$ - FY 2024

Secretary / Assistant Secretary

Funding Request No. 358

10/27/2023

| Item No. | Vendor | Invoice Number | Construction Fund | Fiscal Year |
|-------------|--|-------------------|----------------------|----------------|
| AMENITY | | | | |
| 1 | LRK Amenity Design Services Through 09/30/2023 | 04.20020.10 - 24 | \$ 1,525.00 | FY 2023 |

Total - PAYABLE TO NORTH RIVER RANCH ISD \$ 1,525.00

\$ 1,525.00 FY 2023 \$ - FY 2024

Venessa Ripoll
Secretary / Assistant Secretary

Funding Request No. 359

10/27/2023

| Item No. | Vendor | Invoice Number | С | onstruction Fund | Fiscal Year |
|-------------|---|-------------------|----|---------------------|----------------|
| PHASE FT | HAMER | | | | |
| 1 | BKS Partners | | | | |
| | Fort Hamer 1st Ext. Final Lift Asphalt Insurance | 174593 | \$ | 694.00 | FY 2024 |
| | Defect Security Insurance | 174594 | \$ | 750.00 | FY 2024 |
| | Defect Pavement Insurance | 174596 | \$ | 125.00 | FY 2024 |
| 2 | Booth Design Group | | | | |
| | 2nd Ext. Design Services | 3722 | \$ | 450.00 | FY 2024 |
| 3 | MSB Services | | | | |
| | Fort Hamer 2nd Ext. Lighting Pay Application #10 Through 10/31/2023 | 22030-10 | \$ | 152,083.89 | FY 2024 |

Total - PAYABLE TO NORTH RIVER RANCH ISD \$ 154,102.89

\$ - FY 2023 \$ 154,102.89 FY 2024

Venessa Ripoll
Secretary / Assistant Secretary

Funding Request No. 360

10/27/2023

| Item No. | Vendor | Invoice Number | Cor | nstruction Fund | Fiscal Year |
|-------------|---|-------------------|-----|--------------------|----------------|
| JON M HA | ALL DISPUTE | | | | |
| 1 | Kutak Rock Jon M Hall Construction Dispute Counsel Through 09/30/2023 | 3297171 | \$ | 3.242.00 | FY 2023 |

Total - PAYABLE TO NORTH RIVER RANCH ISD \$ 3,242.00

\$ 3,242.00 FY 2023 \$ - FY 2024

Venessa Ripoll
Secretary / Assistant Secretary

North River Ranch Improvement Stewardship District

Series 2023 Neighborhood Infrastructure Requisitions Nos. 045 – 048

North River Ranch ISD Series 2023 - Neighborhood Infrastructure Summary of Requisition(s): 45

| Requisition | <u>Vendor</u> | <u>Amount</u> | Special Instructions | Submit Payment |
|-------------|-------------------|---------------|---|----------------|
| 45 | RIPA & Associates | | Please wire the funds per the instructions on page 5 of the .pdf file and reference invoices 01 2119-11 and 01-2136- 08 with the wire. | Via wire |

Total \$ 2,452,253.45

North River Ranch ISD Series 2023 - Neighborhood Infrastructure Summary of Requisition(s): 46-48

| Requisition | <u>Vendor</u> | <u>Amount</u> | Special Instructions | Submit Payment |
|-------------|-------------------------------|-----------------|-----------------------------|------------------------------------|
| | | | Please reference | Amerritt, Inc. |
| | | | invoice(s) 23 300 on the | 3010 W. Azeele Street, Suite 150 |
| 46 | Amerritt | \$ 122.49 | payment. | Tampa, FL 33609 |
| | | | Please reference | |
| | | | invoice(s) 23 05826, | |
| | | | 23 05827, 23 05831, | Clearview Land Design |
| | | | 23 05832 and 23 05833 | 3010 W. Azeele Street, Suite 150 |
| 47 | Clearview Land Design | \$ 31,435.00 | on the payment. | Tampa, FL 33609 |
| | | | Please reference | |
| | | | invoice(s) SAL16440, | Driggers Engineering Services Inc. |
| | | | SAL16457, SAL16460 | PO Box 17839 |
| 48 | Driggers Engineering Services | \$ 31,868.75 | on the payment. | Clearwater, FL 33762 |

Total \$ 63,426.24

North River Ranch Improvement Stewardship District

District Financial Statements

Statement of Financial Position As of 9/30/2023

| Command Comm | | General Fund | Debt Service Fund | Debt Service Fund | Debt Service Fund | Debt Service Fund | Capital Projects Fund | Capital Projects Fund | Capital Projects Fund | Capital Projects Fund | Long-Term Debt Fund | Total | |
|---|--|--------------|----------------------|----------------------|----------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|------------------------|-----------------------------|--|
| Control Chesting Account \$140,085.00 \$ | <u>Assets</u> | | | | | | | | | | | | |
| Proposition | Current Assets | | | | | | | | | | | | |
| Proposition | General Checking Account | \$140,882.80 | | | | | | | | | | \$140,882.80 | |
| 1,583.28 | Accounts Receivable | 498.85 | | | | | | | | | | 498.85 | |
| Debt Service Service (Service (Servic | · · · · · | | | | | | | | | | | | |
| Part | Deposits | 11,583.28 | | | | | | | | | | 11,583.28 | |
| Reverus (Sottes 201941) | , , | | | | | | | | | | | | |
| Notinitian (Strikes (2019-MG) | , | | | | | | | | | | | | |
| Interest Af (Series 2019-MO) 3 5524.30 131,000.45 Interest Af (Series 2019-MO) 3 5524.30 5 554,725.50 5 554,7 | * | | | | | | | | | | | | |
| Internacy Al (Senines 2019-MAG) | · · | | | | | | | | | | | | |
| Propagament A (Series 2019-MG) | , | | | | | | | | | | | | |
| Selection Content Co | , , | | | | | | | | | | | | |
| Date Service Reserve At (Seriese 2020) 224,050.00 69,815.0 | | | | | | | | | | | | | |
| Debt Service Rearraw A1 (Geriers 2020) | , | | 0.03 | | | | | | | | | | |
| Debt Service Reserve AC (Serices 2020) | | | | | | | | | | | | | |
| Revenue (Scries 2020) | , , , , | | | | | | | | | | | | |
| Prepayment AC (Series 2020) | · · · · · · · · · · · · · · · · · · · | | | | | | | | | | | | |
| Sinking Fund (Series 2020) | , | | | | | | | | | | | | |
| Debt Service Reserve At (Series 2023) 1,257,237,50 1,257,237 | | | | | | | | | | | | | |
| Debt Service Reserve A2 (Series 2023) 1,257,237,50 1,257,237,50 1,257,237,50 1,257,237,50 1,257,237,50 1,251,232,39 1,251,232 | - ' | | | 0.06 | \$744 67E 00 | | | | | | | | |
| Revenue (Series 2023) | · · · · · · · · · · · · · · · · · · · | | | | | | | | | | | | |
| Pepayment Al (Series 2023) | , , , , | | | | | | | | | | | | |
| Prepayment A2 (Series 2023) | , , | | | | | | | | | | | | |
| September Sept | | | | | | | | | | | | | |
| 1,323,299.87 1,323,299.89 1,32 | | | | | | | | | | | | | |
| Revenue (Series 2021B) | | | | | | | | | | | | | |
| Prepayment (Series 2021B) | | | | | 1,020,200.07 | \$0.02 | | | | | | | |
| Accounts Receivable - Due from Developer Une From Other Funds S6,119,989.94 Due From Other Funds S1,266.14 S2,56.34 S2,56.34 S2,56.34 S2,56.34 S2,56.34 S2,56.34 S2,56.34 S667.19 S1,669,446.78 S1,774.52 S1,774.5 | , | | | | | | | | | | | | |
| Due From Other Funds | | | | | | | \$6,119,989,94 | | | | | | |
| Acquisition/Constr (Series 2019-MG) | · | | | | | | | | | | | | |
| Restricted Acq/Constr (Series 2019-MG) 3.03 Acquisition/Constr A1, A2 (Series 2020) 667.19 Acquisition/Constr - Neighborhood Infras Acquisition/Constr (Series 2023) Acquisition/Constr (Series 2023) Acquisition/Constr (Series 2023) Acquisition/Constr (Series 2023) Acquisition/Constr - Neighborhood Infras Acquisition/Constr | Acquisition/Constr (Series 2019) | | | | | | 125,057.37 | | | | | 125,057.37 | |
| Acquisition/Constr A1, A2 (Series 2020) Acquisition/Constr - Neighborhood Infras Acquisition/Constr - Master Infrastructu Cost of Issuance (Series 2023) Acquisition/Constr (Series 2021B) Acquisition/Constr (Series 2021B | Acquisition/Constr (Series 2019-MG) | | | | | | 275.04 | | | | | 275.04 | |
| Acquisition/Constr - Neighborhood Infras Acquisition/Constr - Neighborhood Infras Acquisition/Constr - Master Infrastructu Cost of Issuance (Series 2023) Acquisition/Constr (Series 2021B) Total Current Assets \$160,338.24 \$1,257,625.07 \$1,011,896.88 \$4,316,472.83 \$35.68 \$6,326,591.52 \$667.19 \$9,677,027.78 \$152,344.41 \$0.00 \$22,902,999.60 | Restricted Acq/Constr (Series 2019-MG) | | | | | | 3.03 | | | | | 3.03 | |
| Acquisition/Constr - Master Infrastructu Cost of Issuance (Series 2023) Acquisition/Constr (Series 2021B) Total Current Assets 160,338.24 1,257,625.07 1,011,896.88 4,316,472.83 33.68 86,326,591.52 8667.19 89,677,027.78 1,012,344.41 1,000 1 | Acquisition/Constr A1, A2 (Series 2020) | | | | | | | \$667.19 | | | | 667.19 | |
| Cost of Issuance (Series 2023) Acquisition/Constr (Series 2021B) Total Current Assets \$160,338.24 \$1,257,625.07 \$1,011,896.88 \$4,316,472.83 \$35.68 \$6,326,591.52 \$667.19 \$9,677,027.78 \$152,344.41 \$0.00 \$22,902,999.60 \$ Investments | Acquisition/Constr - Neighborhood Infras | | | | | | | | \$9,669,446.78 | | | 9,669,446.78 | |
| Acquisition/Constr (Series 2021B) Total Current Assets \$160,338.24 \$1,257,625.07 \$1,011,896.88 \$4,316,472.83 \$35.68 \$6,326,591.52 \$667.19 \$9,677,027.78 \$152,344.41 \$0.00 \$22,902,999.60 \$ Investments | Acquisition/Constr - Master Infrastructu | | | | | | | | 406.48 | | | 406.48 | |
| Total Current Assets \$160,338.24 \$1,257,625.07 \$1,011,896.88 \$4,316,472.83 \$35.68 \$6,326,591.52 \$667.19 \$9,677,027.78 \$152,344.41 \$0.00 \$22,902,999.60 \$ Investments | Cost of Issuance (Series 2023) | | | | | | | | 7,174.52 | | | 7,174.52 | |
| Investments | Acquisition/Constr (Series 2021B) | | | | | | | | | \$152,344.41 | | 152,344.41 | |
| Amount Available in Debt Service Funds \$6,474,005.37 \$6,474,005.37 \$6,474,005.37 \$7,474,005.37 \$1,474,005.37< | Total Current Assets | \$160,338.24 | \$1,257,625.07 | \$1,011,896.88 | \$4,316,472.83 | \$35.68 | \$6,326,591.52 | \$667.19 | \$9,677,027.78 | \$152,344.41 | \$0.00 | \$22,902,999.60 | |
| Amount Available in Debt Service Funds \$6,474,005.37 \$6,474,005.37 \$6,474,005.37 \$2,950,994.63 52,950,994.63 52,950,994.63 52,950,994.63 52,950,994.63 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$59,425,000.00 \$59,425,000.00 | Investments | | | | | | | | | | | | |
| Amount To Be Provided 52,950,994.63 | | | | | | | | | | | \$6 474 005 37 | \$6 474 005 37 | |
| Total Investments \$0.00 | | | | | | | | | | | | | |
| | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 90.00 | \$0.00 | \$0.00 | | | |
| Total Assets \$160,338.24 \$1,257,625.07 \$1,011,896.88 \$4,316,472.83 \$35.68 \$6,326,591.52 \$667.19 \$9,677,027.78 \$152,344.41 \$59,425,000.00 \$82,327,999.60 | . Star investments | φυ.υυ | φυ.υυ | φυ.υυ | φυ.υυ | φυ.υυ | φυ.υυ | φυ.υυ | φυ.υυ | φυ.υυ | ψυσ,πευ,υυυ.υυ | ψ00, 1 20,000.00 | |
| | Total Assets | \$160,338.24 | \$1,257,625.07 | \$1,011,896.88 | \$4,316,472.83 | \$35.68 | \$6,326,591.52 | \$667.19 | \$9,677,027.78 | \$152,344.41 | \$59,425,000.00 | \$82,327,999.60 | |
| | | | | | | | | | | | | | |

Statement of Financial Position As of 9/30/2023

| | General Fund | Debt Service Fund | Debt Service Fund | Debt Service Fund | Debt Service Fund | Capital Projects Fund | Capital Projects Fund | Capital Projects Fund | Capital Projects Fund | Long-Term Debt Fund | Total |
|---|---------------------------|----------------------|----------------------|----------------------|----------------------|--|--------------------------|------------------------------|------------------------------|------------------------------------|---|
| | | | | Liabilities | and Net Assets | | | | | | |
| Current Liabilities Accounts Payable Accounts Payable Retainage Payable Deferred Revenue Retainage Payable Accounts Payable Retainage Payable | \$202,113.47 | | | | | 6,119,896.05 666,952.69 1,939,494.30 | \$79,923.73 | \$2,474,181.79 688,891.90 | | | \$202,113.47 6,119,896.05 666,952.69 1,939,494.30 79,923.73 2,474,181.79 688,891.90 |
| Retainage Payable Total Current Liabilities | \$202,113.47 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$8,726,343.04 | \$79,923.73 | \$3,163,073.69 | \$588,807.05 \$588,807.05 | \$0.00 | \$12,760,260.98 |
| Long Term Liabilities Revenue Bonds Payable - Long-Term Total Long Term Liabilities | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$59,425,000.00 \$59,425,000.00 | \$59,425,000.00 \$59,425,000.00 |
| | | | | | | | | | | | |
| Total Liabilities | \$202,113.47 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$8,726,343.04 | \$79,923.73 | \$3,163,073.69 | \$588,807.05 | \$59,425,000.00 | \$72,185,260.98 |
| Net Assets Net Assets, Unrestricted | \$0.03 | | | | | | | | | | \$0.03 |
| Current Year Net Assets, Unrestricted | (137,183.57) | | | | | | | | | | (137,183.57) |
| Net Assets - General Government Current Year Net Assets - General Government | (97,881.39) 193,289.70 | | | | | | | | | | (97,881.39) 193,289.70 0.00 |
| Current Year Net Assets, Unrestricted | | 1,257,625.07 | | | | | | | | | 1,257,625.07 0.00 |
| Current Year Net Assets, Unrestricted | | | 1,011,896.88 | | | | | | | | 1,011,896.88 |
| Current Year Net Assets, Unrestricted | | | | 4,316,472.83 | | | | | | | 4,316,472.83 0.00 |
| Current Year Net Assets, Unrestricted | | | | | 35.68 | | | | | | 35.68 |
| Net Assets, Unrestricted Current Year Net Assets, Unrestricted | | | | | | (1,131,275.13) (1,268,476.39) | | | | | (1,131,275.13) (1,268,476.39) |
| Current Year Net Assets, Unrestricted | | | | | | | (\$79,256.54) | | | | 0.00 (79,256.54) |
| Current Year Net Assets, Unrestricted | | | | | | | | \$6,513,954.09 | | | 0.00 6,513,954.09 0.00 |
| Current Year Net Assets, Unrestricted | | | | | | | | | (436,462.64) | | (436,462.64) |
| Total Net Assets | (\$41,775.23) | \$1,257,625.07 | \$1,011,896.88 | \$4,316,472.83 | \$35.68 | (\$2,399,751.52) | (\$79,256.54) | \$6,513,954.09 | (\$436,462.64) | \$0.00 | \$10,142,738.62 |
| Total Liabilities and Net Assets | \$160,338.24 | \$1,257,625.07 | \$1,011,896.88 | \$4,316,472.83 | \$35.68 | \$6,326,591.52 | \$667.19 | \$9,677,027.78 | \$152,344.41 | \$59,425,000.00 | \$82,327,999.60 |

Statement of Activities As of 9/30/2023

| | General Fund | Debt Service Fund | Debt Service Fund | Debt Service Fund | Debt Service Fund | Capital Projects Fund | Capital Projects Fund | Capital Projects Fund | Capital Projects Fund | Long-Term Debt Fund | Total |
|---|--------------------|----------------------|----------------------|----------------------|---------------------------|--------------------------|--------------------------|--------------------------|--------------------------|------------------------|-------------------------|
| <u>Revenues</u> | | | | | | | | | | | |
| On-Roll Assessments | \$1,091,755.30 | | | | | | | | | | \$1,091,755.30 |
| Off-Roll Assessments | 604,804.78 | | | | | | | | | | 604,804.78 |
| Developer Contributions | 155,297.97 | | | | | | | | | | 155,297.97 |
| Other Income & Other Financing Sources | 66,368.83 | | | | | | | | | | 66,368.83 |
| Inter-Fund Transfers In | 114.99 | | | | | | | | | | 114.99 |
| On-Roll Assessments | | \$1,077,236.66 | | | | | | | | | 1,077,236.66 |
| Off-Roll Assessments | | 157,560.00 | | | | | | | | | 157,560.00 |
| Other Assessments | | 992,233.72 | | | | | | | | | 992,233.72 |
| Other Income & Other Financing Sources | | 890,820.09 | | | | | | | | | 890,820.09 |
| Inter-Fund Group Transfers In | | (0.01) | | | | | | | | | (0.01) |
| Off-Roll Assessments | | | \$560,125.47 | | | | | | | | 560,125.47 |
| Other Assessments | | | 2,576,471.73 | | | | | | | | 2,576,471.73 |
| Other Income & Other Financing Sources | | | 429,379.19 | | | | | | | | 429,379.19 |
| Inter-Fund Group Transfers In | | | (6.12) | | | | | | | | (6.12) |
| Debt Proceeds | | | 4,207,770.10 | | | | | | | | 4,207,770.10 |
| Inter-Fund Group Transfers In | | | | \$16.17 | | | | | | | 16.17 |
| Debt Proceeds | | | | 9,202,135.23 | 040 475 44 | | | | | | 9,202,135.23 |
| Off-Roll Assessments | | | | | \$12,475.41 595.928.96 | | | | | | 12,475.41 595,928.96 |
| Other Assessments | | | | | 158,323.31 | | | | | | 158,323.31 |
| Other Income & Other Financing Sources Developer Contributions | | | | | 150,323.31 | \$17,334,578.58 | | | | | 17,334,578.58 |
| Other Income & Other Financing Sources | | | | | | 148,316.40 | | | | | 148,316.40 |
| Inter-Fund Transfers In | | | | | | 45,962.35 | | | | | 45,962.35 |
| Other Income & Other Financing Sources | | | | | | 10,002.00 | \$13,311.00 | | | | 13,311.00 |
| Inter-Fund Group Transfers In | | | | | | | (10.05) | | | | (10.05) |
| Inter-Fund Transfers In | | | | | | | (, | (\$46,077.33) | | | (46,077.33) |
| Debt Proceeds | | | | | | | | 23,157,971.02 | | | 23,157,971.02 |
| Other Income & Other Financing Sources | | | | | | | | | \$235,984.00 | | 235,984.00 |
| Total Revenues | \$1,918,341.87 | \$3,117,850.46 | \$7,773,740.37 | \$9,202,151.40 | \$766,727.68 | \$17,528,857.33 | \$13,300.95 | \$23,111,893.69 | \$235,984.00 | \$0.00 | \$63,668,847.75 |
| <u>Expenses</u> | | | | | | | | | | | |
| Supervisor Fees | \$12,600.00 | | | | | | | | | | \$12,600.00 |
| Public Officials' Liability Insurance | 7,807.00 | | | | | | | | | | 7,807.00 |
| Trustee Services | 30,212.53 | | | | | | | | | | 30,212.53 |
| District Management | 70,000.00 | | | | | | | | | | 70,000.00 |
| Field Management | 12,500.02 | | | | | | | | | | 12,500.02 |
| Engineering | 78,268.81 | | | | | | | | | | 78,268.81 |
| Disclosure | 25,000.00 | | | | | | | | | | 25,000.00 |
| Property Appraiser | 32,752.66 | | | | | | | | | | 32,752.66 |
| District Counsel | 20,063.78 | | | | | | | | | | 20,063.78 |
| Reamortization Schedule | 2,475.00 | | | | | | | | | | 2,475.00 |
| Audit | 8,500.00 | | | | | | | | | | 8,500.00 |
| Arbitrage Calculation Travel and Per Diem | 1,000.00 | | | | | | | | | | 1,000.00 |
| Travel and Per Diem Telephone | 2,688.26 582.02 | | | | | | | | | | 2,688.26 582.02 |
| Postage & Shipping | 4,555.05 | | | | | | | | | | 4,555.05 |
| Copies | 4,062.58 | | | | | | | | | | 4,062.58 |
| Legal Advertising | 1,643.99 | | | | | | | | | | 1,643.99 |
| Bank Fees | 15.00 | | | | | | | | | | 15.00 |
| Miscellaneous | 15,819.61 | | | | | | | | | | 15,819.61 |
| Office Supplies | 1,120.17 | | | | | | | | | | 1,120.17 |
| Property Taxes | 245.13 | | | | | | | | | | 245.13 |
| Web Site Maintenance | 4,550.00 | | | | | | | | | | 4,550.00 |
| Holiday Decorations | 6,312.50 | | | | | | | | | | 6,312.50 |
| Dues, Licenses, and Fees | 2,060.35 | | | | | | | | | | 2,060.35 |
| Maintenance Staff | 40,000.00 | | | | | | | | | | 40,000.00 |
| | | | | | | | | | | | |

Statement of Activities As of 9/30/2023

| | General Fund | Debt Service Fund | Debt Service Fund | Debt Service Fund | Debt Service Fund | Capital Projects Fund | Capital Projects Fund | Capital Projects Fund | Capital Projects Fund | Long-Term Debt Fund | Total |
|-------------------------------------|--------------|----------------------|----------------------|----------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|------------------------|---------------|
| Lifestyle Staff | 74,288.77 | | | | | | | | | | 74,288.77 |
| Resident Services | 35,938.16 | | | | | | | | | | 35,938.16 |
| Electric | 4,155.81 | | | | | | | | | | 4,155.81 |
| Clubhouse Electric | 22,029.94 | | | | | | | | | | 22,029.94 |
| Water Reclaimed | 45,955.88 | | | | | | | | | | 45,955.88 |
| Amenity - Cable TV | 19,644.46 | | | | | | | | | | 19,644.46 |
| Amenity - Landscape Maintenance | 53,871.34 | | | | | | | | | | 53,871.34 |
| Amenity - Irrigation Repairs | 7,000.16 | | | | | | | | | | 7,000.16 |
| Amenity - Pool Maintenance | 22,082.00 | | | | | | | | | | 22,082.00 |
| Amenity - Janitorial | 29,235.31 | | | | | | | | | | 29,235.31 |
| Amenity - Pest Control | 1,045.00 | | | | | | | | | | 1,045.00 |
| Amenity - Fitness Equipment Leasing | 9,244.50 | | | | | | | | | | 9,244.50 |
| Amenity - Security Monitoring | 67,623.06 | | | | | | | | | | 67,623.06 |
| Amenity - Firepits | 1,125.24 | | | | | | | | | | 1,125.24 |
| Amenity - Capital Outlay | 2,344.75 | | | | | | | | | | 2,344.75 |
| Amenity - Miscellaneous | 17,584.66 | | | | | | | | | | 17,584.66 |
| General Insurance | 9,544.00 | | | | | | | | | | 9,544.00 |
| Property & Casualty Insurance | 23,234.00 | | | | | | | | | | 23,234.00 |
| Other Insurance | 1,752.00 | | | | | | | | | | 1,752.00 |
| Irrigation | 99,212.64 | | | | | | | | | | 99,212.64 |
| Lake Maintenance | 73,265.00 | | | | | | | | | | 73,265.00 |
| Landscaping Maintenance & Material | 406,914.86 | | | | | | | | | | 406,914.86 |
| Landscape Improvements | 105,018.21 | | | | | | | | | | 105,018.21 |
| Fertilizer / Pesticides | 39,953.28 | | | | | | | | | | 39,953.28 |
| Flower & Plant Replacement | 875.00 | | | | | | | | | | 875.00 |
| Contingency | 58,218.40 | | | | | | | | | | 58,218.40 |
| Equipment Repair & Maintenance | 5,902.55 | | | | | | | | | | 5,902.55 |
| Capital Expenditures | 137,298.56 | | | | | | | | | | 137,298.56 |
| Cleaning | 25,726.00 | | | | | | | | | | 25,726.00 |
| Lighting | 14,616.73 | | | | | | | | | | 14,616.73 |
| Streetlight Leasing | 64,279.68 | | | | | | | | | | 64,279.68 |
| Property Appraiser | | \$32,317.09 | | | | | | | | | 32,317.09 |
| Principal Payment - Series 2019 | | 175,000.00 | | | | | | | | | 175,000.00 |
| Principal Payment - Series 2019-MG | | 765,000.00 | | | | | | | | | 765,000.00 |
| Interest Payment - Series 2019 | | 493,390.00 | | | | | | | | | 493,390.00 |
| Interest Payment - Series 2019-MG | | 394,565.00 | | | | | | | | | 394,565.00 |
| Principal Payments - Series 2020 A1 | | | \$145,000.00 | | | | | | | | 145,000.00 |
| Principal Payments - Series 2020 A2 | | | 1,695,000.00 | | | | | | | | 1,695,000.00 |
| Principal Payments - Series 2020 A3 | | | 4,215,000.00 | | | | | | | | 4,215,000.00 |
| Interest Payment - Series 2020 A1 | | | 302,225.00 | | | | | | | | 302,225.00 |
| Interest Payment - Series 2020 A2 | | | 211,680.00 | | | | | | | | 211,680.00 |
| Interest Payment - Series 2020 A3 | | | 192,982.60 | | | | | | | | 192,982.60 |
| Other Debt Service Costs | | | | \$4,953,076.35 | | | | | | | 4,953,076.35 |
| Principal Payment - Series 2021B | | | | | \$740,000.00 | | | | | | 740,000.00 |
| Interest Payment - Series 2021B | | | | | 26,700.00 | | | | | | 26,700.00 |
| Engineering | | | | | | \$722,992.49 | | | | | 722,992.49 |
| District Counsel | | | | | | 50,444.08 | | | | | 50,444.08 |
| Landscaping Maintenance & Material | | | | | | 1,400.00 | | | | | 1,400.00 |
| Contingency | | | | | | 18,026,800.03 | | | | | 18,026,800.03 |
| Engineering | | | | | | | \$1,455.50 | | | | 1,455.50 |
| Contingency | | | | | | | 91,102.09 | | | | 91,102.09 |
| | | | | | | | | | | | |

Statement of Activities As of 9/30/2023

| | General Fund | Debt Service Fund | Debt Service Fund | Debt Service Fund | Debt Service Fund | Capital Projects Fund | Capital Projects Fund | Capital Projects Fund | Capital Projects Fund | Long-Term Debt Fund | Total |
|--|----------------|----------------------|----------------------|----------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|------------------------|------------------|
| Trustee Fees | | | | | | | | \$5,975.00 | | | 5,975.00 |
| Engineering | | | | | | | | 144,100.50 | | | 144,100.50 |
| Other Debt Service Costs | | | | | | | | 256,250.00 | | | 256,250.00 |
| Contingency | | | | | | | | 12,470,211.70 | | | 12,470,211.70 |
| Developer Repayment | | | | | | | | 3,921,017.25 | | | 3,921,017.25 |
| Engineering | | | | | | | | | \$8,510.50 | | 8,510.50 |
| Contingency | | | | | | | | | 663,939.81 | | 663,939.81 |
| Total Expenses | \$1,863,814.41 | \$1,860,272.09 | \$6,761,887.60 | \$4,953,076.35 | \$766,700.00 | \$18,801,636.60 | \$92,557.59 | \$16,797,554.45 | \$672,450.31 | \$0.00 | \$52,569,949.40 |
| Other Revenues (Expenses) & Gains (Losses) | | | | | | | | | | | |
| Interest Income | \$1,578.67 | | | | | | | | | | \$1,578.67 |
| Interest Income | | \$46.70 | | | | | | | | | 46.70 |
| Interest Income | | | \$44.11 | | | | | | | | 44.11 |
| Interest Income | | | | \$67,397.78 | | | | | | | 67,397.78 |
| Interest Income | | | | | \$8.00 | | | | | | 8.00 |
| Interest Income | | | | | | \$4,302.88 | | | | | 4,302.88 |
| Interest Income | | | | | | | \$0.10 | | | | 0.10 |
| Interest Income | | | | | | | | \$199,614.85 | | | 199,614.85 |
| Interest Income | | | | | | | | | \$3.67 | | 3.67 |
| Total Other Revenues (Expenses) & Gains (Losses) | \$1,578.67 | \$46.70 | \$44.11 | \$67,397.78 | \$8.00 | \$4,302.88 | \$0.10 | \$199,614.85 | \$3.67 | \$0.00 | \$272,996.76 |
| Change In Net Assets | \$56,106.13 | \$1,257,625.07 | \$1,011,896.88 | \$4,316,472.83 | \$35.68 | (\$1,268,476.39) | (\$79,256.54) | \$6,513,954.09 | (\$436,462.64) | \$0.00 | \$11,371,895.11 |
| Net Assets At Beginning Of Year | (\$97,881.36) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | (\$1,131,275.13) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | (\$1,229,156.49) |
| Net Assets At End Of Year | (\$41,775.23) | \$1,257,625.07 | \$1,011,896.88 | \$4,316,472.83 | \$35.68 | (\$2,399,751.52) | (\$79,256.54) | \$6,513,954.09 | (\$436,462.64) | \$0.00 | \$10,142,738.62 |

Budget to Actual For the Month Ending 9/30/2023

| | Actual | Budget | Variance | Re | FY 2023 Adopted evised Budget | Percentage Used |
|--|--------------------|--------------------|-------------------|----|-------------------------------------|--------------------|
| Revenues | | | | | | |
| On-Roll Assessments | \$ 1,091,755.30 | \$ 1,082,892.00 | \$ 8,863.30 | \$ | 1,082,892.00 | 100.82% |
| Off-Roll Assessments | 604,804.78 | 604,805.00 | (0.22) | | 604,805.00 | 100.00% |
| Developer Contribution | 155,297.97 | - | 155,297.97 | | - | |
| Other Income & Other Financing Sources | 66,368.83 | - | 66,368.83 | | - | |
| Net Revenues | \$ 1,918,226.88 | \$ 1,687,697.00 | \$ 230,529.88 | \$ | 1,687,697.00 | 113.66% |
| Expenditures | | | | | | |
| General & Administrative Expenses | | | | | | |
| Supervisor Fees | \$ 12,600.00 | \$ 12,000.00 | \$ 600.00 | \$ | 12,000.00 | 105.00% |
| POL Insurance | 7,807.00 | 14,448.00 | (6,641.00) | | 14,448.00 | 54.04% |
| Trustee Services | 30,212.53 | 22,500.00 | 7,712.53 | | 22,500.00 | 134.28% |
| District Management | 70,000.00 | 70,000.00 | - | | 70,000.00 | 100.00% |
| Field Management | 12,500.02 | 25,000.00 | (12,499.98) | | 25,000.00 | 50.00% |
| Engineering | 78,268.81 | 35,000.00 | 43,268.81 | | 35,000.00 | 223.63% |
| Disclosure | 25,000.00 | 20,000.00 | 5,000.00 | | 20,000.00 | 125.00% |
| Property Appraiser | 32,752.66 | 33,840.00 | (1,087.34) | | 33,840.00 | 96.79% |
| District Counsel | 20,063.78 | 20,000.00 | 63.78 | | 20,000.00 | 100.32% |
| Assessment Administration | - | 11,000.00 | (11,000.00) | | 11,000.00 | 0.00% |
| Reamortization Schedules | 2,475.00 | - | 2,475.00 | | - | |
| Audit | 8,500.00 | 17,000.00 | (8,500.00) | | 17,000.00 | 50.00% |
| Arbitrage Calculation | 1,000.00 | 3,000.00 | (2,000.00) | | 3,000.00 | 33.33% |
| Travel and Per Diem | 2,688.26 | - | 2,688.26 | | - | |
| Telephone | 582.02 | 200.00 | 382.02 | | 200.00 | 291.01% |
| Postage & Shipping | 4,555.05 | 500.00 | 4,055.05 | | 500.00 | 911.01% |
| Copies | 4,062.58 | - | 4,062.58 | | - | |
| Legal Advertising | 1,643.99 | 5,000.00 | (3,356.01) | | 5,000.00 | 32.88% |
| Bank Fees | 15.00 | - | 15.00 | | - | |
| Miscellaneous | 15,819.61 | 20,000.00 | (4,180.39) | | 20,000.00 | 79.10% |
| Office Supplies | 1,120.17 | - | 1,120.17 | | - | |
| Property Taxes | 245.13 | 100.00 | 145.13 | | 100.00 | 245.13% |
| Web Site Maintenance | 4,550.00 | 915.00 | 3,635.00 | | 915.00 | 497.27% |
| Holiday Decorations | 6,312.50 | - | 6,312.50 | | - | |
| Dues, Licenses, and Fees | 2,060.35 | 775.00 | 1,285.35 | | 775.00 | 265.85% |
| Maintenance Staff | 40,000.00 | 58,500.00 | (18,500.00) | | 58,500.00 | 68.38% |
| Lifestyle Staff | 74,288.77 | 138,517.00 | (64,228.23) | | 138,517.00 | 53.63% |
| Resident Services | 35,938.16 | 22,000.00 | 13,938.16 | | 22,000.00 | 163.36% |
| Total General & Administrative Expenses | \$ 495,061.39 | \$ 530,295.00 | \$ (35,233.61) | \$ | 530,295.00 | 93.36% |

North River Ranch Improvement SD

Budget to Actual For the Month Ending 9/30/2023

| | Actual | Budget | Variance | Rev | FY 2023 Adopted vised Budget | Percentage Used |
|--|--------------------|------------------|-------------------|-----|------------------------------------|--------------------|
| Field Operations | | | | | | |
| Electric | \$ 4,155.81 | \$ 50,000.00 | \$ (45,844.19) | \$ | 50,000.00 | 8.31% |
| Water Reclaimed | - | 21,000.00 | (21,000.00) | | 21,000.00 | 0.00% |
| Wetland Monitoring | - | 10,000.00 | (10,000.00) | | 10,000.00 | 0.00% |
| Stormwater - Repair and Maintenance | - | 25,000.00 | (25,000.00) | | 25,000.00 | 0.00% |
| Wetland Mitigation | - | 1,200.00 | (1,200.00) | | 1,200.00 | 0.00% |
| Equipment Rental | - | 8,340.00 | (8,340.00) | | 8,340.00 | 0.00% |
| General Insurance | 9,544.00 | - | 9,544.00 | | - | |
| Property & Casualty Insurance | 23,234.00 | 37,414.00 | (14,180.00) | | 37,414.00 | 62.10% |
| Other Insurance | 1,752.00 | - | 1,752.00 | | - | |
| Irrigation | 99,212.64 | 18,000.00 | 81,212.64 | | 18,000.00 | 551.18% |
| Lake Maintenance | 73,265.00 | 134,113.00 | (60,848.00) | | 134,113.00 | 54.63% |
| Landscape Maintenance & Material | 406,914.86 | 270,000.00 | 136,914.86 | | 270,000.00 | 150.71% |
| Landscape Improvements | 105,018.21 | 120,000.00 | (14,981.79) | | 120,000.00 | 87.52% |
| Fertilizer / Pesticides | 39,953.28 | - | 39,953.28 | | - | |
| Flower & Plant Replacement | 875.00 | - | 875.00 | | - | |
| Contingency | 58,218.40 | 10,000.00 | 48,218.40 | | 10,000.00 | 582.18% |
| Equipment Repair and Maintenance | 5,902.55 | 8,400.00 | (2,497.45) | | 8,400.00 | 70.27% |
| Pest Control | - | 35,000.00 | (35,000.00) | | 35,000.00 | 0.00% |
| Capital Expenditures | 137,298.56 | 30,000.00 | 107,298.56 | | 30,000.00 | 457.66% |
| Street Sweeping | 25,726.00 | 26,000.00 | (274.00) | | 26,000.00 | 98.95% |
| Lighting | 14,616.73 | 1,000.00 | 13,616.73 | | 1,000.00 | 1461.67% |
| Streetlights - Leasing | 64,279.68 | 50,000.00 | 14,279.68 | | 50,000.00 | 128.56% |
| Shared Bike Maintenance | - | 15,000.00 | (15,000.00) | | 15,000.00 | 0.00% |
| Total Field Operations | \$ 1,069,966.72 | \$ 870,467.00 | \$ 199,499.72 | \$ | 870,467.00 | 122.92% |
| Brightwood Pavilion - Amenity | | | | | | |
| Clubhouse Electric | \$ 14,249.50 | \$ 12,000.00 | \$ 2,249.50 | \$ | 12,000.00 | 118.75% |
| Clubhouse Water | 40,647.72 | 2,500.00 | 38,147.72 | | 2,500.00 | 1625.91% |
| Clubhouse Phone | - | 250.00 | (250.00) | | 250.00 | 0.00% |
| Amenity - Cable TV / Internet / Wi-Fi | 9,666.85 | 13,000.00 | (3,333.15) | | 13,000.00 | 74.36% |
| Amenity - Landscape Maintenance | 41,642.26 | 50,000.00 | (8,357.74) | | 50,000.00 | 83.28% |
| Amenity - Irrigation Repairs | 5,908.28 | 20,000.00 | (14,091.72) | | 20,000.00 | 29.54% |
| Amenity - Pool Maintenance | 12,600.00 | 10,800.00 | 1,800.00 | | 10,800.00 | 116.67% |
| Pool equipment | - | 1,500.00 | (1,500.00) | | 1,500.00 | 0.00% |
| Amenity - Exterior Cleaning | _ | 15,000.00 | (15,000.00) | | 15,000.00 | 0.00% |
| Amenity - Interior Cleaning | 18,815.20 | 17,110.00 | 1,705.20 | | 17,110.00 | 109.97% |
| Amenity - Pest Control | 725.00 | 32,000.00 | (31,275.00) | | 32,000.00 | 2.27% |
| Amenity - Fitness Equipment Leasing | 9,244.50 | 8,340.00 | 904.50 | | 8,340.00 | 110.85% |
| Amenity - Security Monitoring | 36,690.92 | 5,400.00 | 31,290.92 | | 5,400.00 | 679.46% |
| Firepits | 1,125.24 | 6,000.00 | (4,874.76) | | 6,000.00 | 18.75% |
| Capital outlay | 2,344.75 | 2,250.00 | 94.75 | | 2,250.00 | 104.21% |
| Miscellaneous | 13,910.66 | 1,025.00 | 12,885.66 | | 1,025.00 | 1357.14% |
| Total Brightwood Pavilion - Amenity Expenses | \$ 207,570.88 | \$ 197,175.00 | \$ 10,395.88 | \$ | 197,175.00 | 105.27% |

North River Ranch Improvement SD

Budget to Actual For the Month Ending 9/30/2023

| | Actual | | Budget | Variance | | FY 2023 Adopted ised Budget | Percentage Used |
|---|--------------------|------|--------------|------------------|------|-----------------------------------|--------------------|
| Riverfield Verandah - Amenity | | | | | | | |
| Clubhouse Electric | \$ 7,780.44 | \$ | 6,500.00 | \$ 1,280.44 | \$ | 6,500.00 | 119.70% |
| Clubhouse Water | 5,308.16 | | 270.00 | 5,038.16 | | 270.00 | 1965.99% |
| Amenity - Cable TV / Internet / Wi-Fi | 9,977.61 | | 9,000.00 | 977.61 | | 9,000.00 | 110.86% |
| Amenity - Landscape Maintenance | 12,229.08 | | 4,500.00 | 7,729.08 | | 4,500.00 | 271.76% |
| Amenity - Irrigation Repairs | 1,091.88 | | - | 1,091.88 | | - | |
| Amenity - Pool Maintenance | 9,482.00 | | 8,400.00 | 1,082.00 | | 8,400.00 | 112.88% |
| Pool equipment | - | | 1,500.00 | (1,500.00) | | 1,500.00 | 0.00% |
| Amenity - Exterior Cleaning | - | | 8,244.00 | (8,244.00) | | 8,244.00 | 0.00% |
| Amenity - Interior Cleaning | 10,420.11 | | 9,848.00 | 572.11 | | 9,848.00 | 105.81% |
| Amenity - Pest Control | 320.00 | | - | 320.00 | | - | |
| Amenity - Security Monitoring | 30,932.14 | | 5,400.00 | 25,532.14 | | 5,400.00 | 572.82% |
| Gate monitoring | - | | 32,998.00 | (32,998.00) | | 32,998.00 | 0.00% |
| Capital outlay | - | | 2,100.00 | (2,100.00) | | 2,100.00 | 0.00% |
| Miscellaneous | 3,674.00 | | 1,000.00 | 2,674.00 | | 1,000.00 | 367.40% |
| Total Riverfield Verandah - Amenity Expenses | \$ 91,215.42 | \$ | 89,760.00 | \$ 1,455.42 | \$ | 89,760.00 | 101.62% |
| Total Expenses | \$ 1,863,814.41 | \$ 1 | 1,687,697.00 | \$ 176,117.41 | \$ ^ | 1,687,697.00 | 110.44% |
| Other Income (Expenses) | | | | | | | |
| Interest Income | \$ 1,578.67 | \$ | - | \$ 1,578.67 | \$ | - | |
| Total Other Income (Expenses) | \$ 1,578.67 | \$ | - | \$ 1,578.67 | \$ | - | |
| Net Income (Loss) | \$ 55,991.14 | \$ | | \$ 55,991.14 | \$ | | |

North River Ranch Improvement Stewardship District

Resolution 2024-03, Assessment Resolution for Bond Series 2023A

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE SERIES 2023A BONDS; CONFIRMING THE DISTRICT'S PROVISION OF INFRASTRUCTURE IMPROVEMENTS AND ADOPTING AN ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2023A BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2023A SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the North River Ranch Improvement Stewardship District ("District") has previously indicated its intention to undertake, install, establish, construct or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("Board") has previously adopted, after notice and public hearing, Resolution 2022-20 relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2022-20, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue; and

WHEREAS, on November 2, 2023, the District entered into a Bond Purchase Agreement whereby it agreed to sell its \$9,630,000 Special Assessment Revenue Bonds, Series 2023A (NRR Tract Project) (the "Series 2023A Bonds"); and

WHEREAS, pursuant to and consistent with Resolution 2022-20, the District desires to set forth the particular terms of the sale of the Series 2023A Bonds and confirm the lien of the special assessments securing the Series 2023A Bonds (the "Series 2023A Assessments").

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170 and 197, Florida Statutes, and Resolution 2022-20.

- **SECTION 2. FINDINGS.** The Board of Supervisors of the North River Ranch Improvement Stewardship District hereby finds and determines as follows:
- (a) On August 17, 2022, the District, after due notice and public hearing, adopted Resolution 2022-20, which, among other things, equalized, approved, confirmed and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds was issued to fund all or any portion of the District's infrastructure improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certifying the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the True-Up amounts and the application of receipt of True-Up proceeds.
- (b) The District Engineer Supplemental Report for Phase I & II of the NNR Tract (Series 2023A Assessment Area), dated October 2023, attached to this Resolution as **Exhibit A** (the "Engineer's Report"), identifies and describes the presently expected components of the improvements to be financed with the Series 2023A Bonds (the "Improvements"). The District hereby confirms that the Improvements serve a proper, essential and valid public purpose. The Engineer's Report is hereby confirmed. The District ratifies its use in connection with the sale of the Series 2023A Bonds.
- (c) The Supplemental Assessment Report (NRR Tract) Series 2023A Project, Series 2023A Bonds, dated November 2, 2023, attached to this Resolution as **Exhibit B** (the "Supplemental Assessment Report"), applies the Master Special Assessment Methodology Report for Phases I, II, III and IV-C Through IV-F, dated July 6, 2022 (the "Master Assessment Methodology") to the actual terms of the Series 2023A Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2023A Bonds.
- (d) The Improvements will specially benefit all of the developable acreage within the areas comprising the Series 2023A Project within the District, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just and right to assess the portion of the costs of the Improvements financed with the Series 2023A Bonds to the specially benefited properties within the District as set forth in Resolution 2022-20 and this Resolution.
- **SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2023A BONDS.** As provided in Resolution 2022-20, this Resolution is intended to set forth the terms of the Series 2023A Bonds and the final amount of the lien of the special assessments securing those bonds.

The Series 2023A Bonds, in a par amount of \$9,630,000 shall bear such rates of interest and maturity as shown on **Exhibit C** attached hereto. The final payment on the Series 2023A Bonds shall be due on May 1, 2055. The sources and uses of funds of the Series 2023A Bonds shall be as set forth in **Exhibit E** attached hereto. The debt service due on the Series 2023A Bonds is set forth on **Exhibit F** attached hereto. The lien of the special assessments securing the Series 2023A Bonds on all developable land within the areas comprising the Series 2023A Project within the District shall be the principal amount due on the Series 2023A Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING SERIES 2023A BONDS.

- (a) The special assessments for the Series 2023A Bonds shall be allocated in accordance with **Exhibit B** which allocation shall initially be on a per acre basis and further allocated as lands are platted. The Supplemental Assessment Report is consistent with the District's Master Assessment Methodology. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the District's Series 2023A Bonds. The estimated costs of collection of the special assessments for the Series 2023A Bonds are as set forth in the Supplemental Assessment Report.
- (b) The lien of the special assessments securing the Series 2023A Bonds includes all developable land within the Series 2023A Project of the District, and as such land is ultimately defined and set forth in plats or other designations of developable acreage. To the extent land is added to the District, the District may, by supplemental resolution, determine such land to be benefited by the Improvements and reallocate the special assessments securing the Series 2023A Bonds and impose special assessments on the newly added and benefited property.
- (c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture and Second Supplemental Trust Indenture, the District shall begin annual collection of special assessments for the Series 2023A Bonds debt service payments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit E**. The Series 2023A Bonds include an amount for capitalized interest through November 1, 2025.
- (d) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Manatee County for collection and other Florida law. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Manatee County Tax Collector and Manatee County Property Appraiser, to collect the Series 2023A Assessments on platted lands using the Uniform Method in Chapter 197, Florida Statutes. The District intends, to the extent possible, to directly bill, collect and enforce the Series 2023A Assessments on unplatted lands. The

District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect any prepayments of debt as and when due and to collect special assessments on unplatted property using methods available to the District authorized by Florida law

SECTION 5. APPLICATION OF TRUE-UP PAYMENTS. Pursuant to Resolution 2022-20, there may be required from time to time certain True-Up payments. As lands are platted or approved for development, the special assessments securing the Series 2023A Bonds shall be allocated to the platted lands and the unplatted lands as set forth in Resolution 2022-20, this Resolution, and the Supplemental Assessment Report, including, without limitation, the application of the True-Up process set forth in Resolution 2022-20. Based on the final par amount of \$9,630,000 in Series 2023A Bonds, the True-Up calculations will be made in accordance with the process set forth in the Supplemental Assessment Report. The District shall apply all True-Up payments related to the Series 2023A Bonds only to the credit of the Series 2023A Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Second Supplemental Indenture, dated as of November 1, 2023, governing the Series 2023A Bonds.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2022-20, which remains in full force and effect. This Resolution and Resolution 2022-20 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a *Notice of Series 2023A Special Assessments (Series 2023A Project)* securing the Series 2023A Bonds in the Official Records of Manatee County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears

that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED this 8th day of November, 2023.

Exhibit D:

Exhibit F:

| ATTEST: | | NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT | | | | |
|--|--|--|--|--|--|--|
| Secretary/As | ssistant Secretary | Pete Williams, Chairperson | | | | |
| Exhibit A: Exhibit B: Exhibit C: | Engineer's Report Supplemental Assessment F Maturities and Coupon of S | • | | | | |

Sources and Uses of Funds for Series 2023A Bonds

Annual Debt Service Payment Due on Series 2023A

Exhibit A

Engineers Report

North River Ranch Improvement Stewardship District District Engineer

SUPPLEMENTAL REPORT FOR PHASE I & PHASE II OF THE NRR TRACT (SERIES 2023A ASSESSMENT AREA)

October 2023

Prepared for:

North River Ranch Improvement Stewardship District Manatee County, Florida

Prepared by:

Christopher Fisher, P.E. Clearview Land Design, P.L. Tampa, Florida



October 2023

Board of Supervisors North River Ranch Improvement Stewardship District

RE: North River Ranch Improvement Stewardship District
District Engineer Supplemental Report for Phase I & Phase II of the NRR Tract

To Whom It May Concern:

Pursuant to the Board of Supervisor's authorization, Clearview Land Design, P.L. is pleased to submit this Engineer's Report for the proposed Capital Improvement Plan for the North River Ranch Improvement Stewardship District. This report has been prepared on behalf of the District in connection with the financing for these proposed improvements. A detailed description of the improvements and their corresponding estimates of costs are outlined in the following report.

Thank you for this opportunity to be of professional service.

Sincerely,

CLEARVIEW LAND DESIGN, P.L.

Christopher Fisher, P.E.

P:\North River Ranch\North River Ranch CDD\DRAFTS\2023.10.01_cmf.CDD 2023A Bonds Supplemental Engineer's Report PH I_PH II.docx

3010 W Azeele Street Suite 150 Tampa, FL 33609 Phone (813) 223-3919 Fax (813) 223-3975

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PURPOSE AND SCOPE

The North River Ranch Improvement Stewardship District ("NRRISD" or the "District") is a special purpose unit of local government established by the Florida Legislature pursuant to Chapter 2020-191, Laws of Florida, as amended (the "Act"). Subsequent to the formation of the NRRISD pursuant to the Act, the Fieldstone Community Development District and the North River Ranch Community Development District merged into the NRRISD pursuant to Merger Agreements between the NRRISD and the respective community development district.

The District is located within Sections 7, 8 9, 16, 17 & 18, Township 33 South, Range 19 East. Exhibit A is a Vicinity Map of the District. The District was formed to provide necessary, public infrastructure so that the lands within the District can be developed as a master planned community known as North River Ranch (the "Development"). Access to the Development will be provided via various entrances off Fort Hamer Road, Moccasin Wallow Road, and US 301. With respect to the Development, Manatee County is requiring the construction and dedication of an east/west roadway that will run from the western property line and connect to US 301 on the eastern property line of the District and will serve the District lands as well. This road is currently being called "North River Ranch Trail.". Exhibit B provides a Boundary Metes & Bounds Description and Map of the District. The majority of all public infrastructure is wholly contained within the boundaries of the District. Offsite improvements are required at the Moccasin Wallow Road and Fort Hamer Road intersection that will include signalizing the intersection (complete), a second eastbound left turn lane (if required), and a southbound left-turn lane. Extensions and widening of Fort Hamer Road will be required in the future.

The District Engineer's Report dated July 2022 describes the capital improvement program for certain lands within the NRR Tract including Phases I, II, III and Subphases IV-C-1 through IV-F (the "CIP") which is estimated to cost approximately \$144.2 million and includes stormwater management facilities, potable water, reclaimed and irrigation distribution, wastewater collections and transmission facilities, clearing earthwork related to public improvements, offsite roadway improvements, offsite utility improvements, and professional fees. The capital improvements described in the CIP will be constructed in multiple phases over time. The purpose of this Supplemental Report is to assist with the financing and construction of the next phases of the Development estimated to cost approximately \$7.3 million which includes certain master infrastructure improvements related to master recreational facilities and the extension of Fort Hamer Road and North River Ranch Trail.

This Supplemental Engineer's Report for the Series 2023A Project (as further described herein) reflects the District's present intentions. The implementation and completion of any improvement outlined in this report requires final approval by the District's Board of Supervisors, including the award of contracts for the construction of the improvements and/or acquisition of finished improvements constructed by others. Cost estimates contained in this

report have been prepared based on the District Engineer's Preliminary Opinion of Probable Cost. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

THE SERIES 2023A PROJECT

The "Series 2023A Project" will include certain portions of master infrastructure related to the Fort Hamer Road Extension, North River Ranch Trail and recreational amenities ("Master Infrastructure Costs") totaling approximately \$7,262,689. Portions of these improvements have been allocated to the 413.48± acres planned for 939 residential units in Phases I & II of the Development. The remaining Master Infrastructure Costs have been allocated to the remaining lands within the District benefiting from such improvements. These infrastructure improvements consist of earthwork for public improvements, stormwater management facilities, potable water, reclaimed and irrigation water transmission systems, wastewater collection and transmission facilities, roadways, landscaping, and hardscape. The professional service costs associated with the design, permitting, construction, and inspection of these improvements have been included.

Fortress Investors Management, LLC will be the primary developer of the Development (the "Developer"). The Developer or its assignees/successors may construct infrastructure improvements that are part of the District's CIP and these improvements may be acquired by the District with proceeds of bonds issued by the District. The Developer will construct the balance of the infrastructure improvements needed for the Development that is not financed by the District.

The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the District lands as required by the County.

This Engineer's Report reflects the District's present intentions based on the Developer's development plan. The implementation and completion of the Series 2023A Project of the District outlined in this report requires final approval by the District's Board of Supervisors, including the award of contracts for the construction and/or acquisition of the improvements comprising the Series 2023A Project. Cost estimates contained in this report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein, may be

reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

LAND USE

The District is located within unincorporated Manatee County, Florida. Parcels within the boundary of the District are partially developed, while approximately 1,436.1 acres remains undeveloped (including 137 acres for an existing FPL transmission easement). The lands within the District have 3 different PDMU zonings and are subject to two Land Development Agreements.

- PDMU-18-23- (P); Morgan's Glen; approved June 6th, 2019 & May 4th, 2021
- PDMU-18-06 (G); Villages of Amazon South; approved April 4th, 2019
- PDMU-17-26 (Z) (G); Haval Farm; approved September 13th, 2019

In total, the lands within the District encompass approximately 2,001 acres. The District is planned to ultimately include a mixture of single-family, townhome, and villa residential units along with commercial parcels.

The lands constituting the Series 2023A Assessment Area is subject to the PDMU-17-26 (Z) (G); Haval Farm; approved September 13th, 2019.

GOVERNMENTAL ACTIONS

The Development will be under the jurisdiction and review of Manatee County, Southwest Florida Water Management District (SWFMD), and the Florida Department of Environmental Protection (FDEP). The permit status for the public improvements is summarized in Exhibit D included with this report.

The following permits will be required for the development of Fort Hamer Road 2nd Extension, and the Amenity Center:

| | | | | Manatee County | | Anticipated | Anticipated |
|--|---------|--------|-----------------------|----------------|------------|-----------------------|-----------------------|
| | | | | Construction | | Start of | Completion of |
| Phase | # Units | Zoning | FDEP | Permits | SWFWMD | Construction | Construction |
| Fort Hamer Road 2 nd Extension | 0 | Yes | No Permit Required | 4/21/2022 | 11/19/2021 | 1 st Q2022 | 4th Q2023 |
| North River Ranch Amenity Center | 0 | Yes | No Permit Required | 03/21/2023 | 05/04/2022 | 2nd Q2023 | 2 nd Q2024 |

Development activities for Fort Hamer Road 2nd Extension began in the first quarter of 2022 and it is anticipated to be complete by the fourth quarter of 2023. Construction on the Amenity Center began in the second quarter of 2023 and is expected to be complete by the second quarter of 2024.

It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the Series 2023A Project as presented herein and that permits normally obtained by site development engineers, not heretofore issued and which are necessary to affect the improvements described herein, will be obtained during the ordinary course of development. The permit status for the public improvements is summarized in Exhibit D included with this report.

CAPITAL IMPROVEMENT PLAN

The District's CIP (a portion of which includes the Series 2023A Project) includes infrastructure improvements that will provide special benefit to all assessable land within the District. Said improvements include earthwork for public improvements, offsite roadway improvements, stormwater management facilities including those associated with such roadway improvements, on-site water and wastewater facilities, recreational facilities/parks, landscaping, hardscape, and sidewalk improvements all within public rights-of-way or on District owned lands and associated professional fees. The estimated total cost of the Series 2023A Project is \$7,262,689 which includes Fort Hamer Road 2nd Extension, North River Ranch Trail and infrastructure for the Amenity Center. Refer to Exhibit C for a summary of the costs by infrastructure category for the Series 2023A Project. The private lot grading, over excavating of the stormwater ponds and enhanced landscaping costs of the Development will be funded by the Developer ("Private Costs").

ROADWAYS

Primary vehicular access to the District is to be provided by entrances off Fort Hamer Road and a secondary entrance off US 301 with the future construction of "North River Ranch Trail". The main entrances to the District from Fort Hamer Road, will be 2-lane roads with sidewalks and landscaping. Fort Hamer Road will be extended to the north as necessary to serve the Development. The other access entrance to the District off US 301 will be "North River Ranch Trail" a 2-lane thoroughfare road running east/west through the Development. North River Ranch Trail will have on-street parking, bikes lanes, and sidewalks. Streetlights may be required and if so the District will fund and construct the street lights and will retain ownership of such street lights or convey them to another governmental entity. Internal roads will be undivided 2-lane residential streets with sidewalks and street lighting. The offsite access improvements on Moccasin Wallow Road will comply with the roadway design criteria of The Florida Department of Transportation (FDOT). The internal roadway design will comply with Manatee County

transportation design criteria. The District will fund and construct the offsite improvements and the access improvements within and without the District or in the alternative acquire such completed improvements from the Developer. Manatee County will own, operate, and maintain the improvements on Moccasin Wallow Road as well as Fort Hamer Road and "North River Ranch Trail." The District will construct the internal roadways. When the District does construct or acquire the roadways, they may be conveyed to Manatee County.

STORMWATER MANAGEMENT

The County and the Southwest Florida Water Management District (SWFWMD) regulate the design criterion for the stormwater management system within the District. The District is located within the Little Manatee River Watershed. The pre-development site runoff and water management conditions have been developed by the County and SWFWMD. The existing, onsite, naturally occurring wetlands have been delineated by SWFWMD.

The stormwater management plan for the District focuses on utilizing newly constructed ponds in the uplands for stormwater treatment in conjunction with the naturally occurring wetlands.

The primary objectives of the stormwater management system for the District are:

- 1. To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
- 2. To adequately protect development within the District from regulatory-defined rainfall events.
- 3. To maintain wetland hydroperiods.
- 4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the Development.
- 5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions is a requirement of more than one regulatory agency and is an integral part of the infrastructure improvements constructed with development projects.

The stormwater collection and outfall systems will be a combination of site grading, earthwork, stabilization, curb inlets, pipe culverts, control structures and open waterways. Wetland hydroperiods (normal pool and season high water elevations) will be maintained through proper design and maintenance of the outfall control structures. The District will fund and construct the stormwater management system or in the alternative acquire the completed system from the Developer. Curb inlets and pipe culverts in the District rights-of-ways will be owned, operated and maintained by the District as they are necessary components of the stormwater management system. The District will not finance the cost of the earthwork and site grading except to the extent it is necessary to facilitate the stormwater management system.

Ponds that will serve the stormwater management system for the Project will be constructed as needed. There is not a need to construct any additional stormwater ponds or facilities outside the limits of these phases.

WASTEWATER COLLECTION

The District is within Manatee County's Service Area which will provide wastewater treatment service. The District will fund the construction of the wastewater system or in the alternative acquire the completed system from the Developer. When completed, the County will own, operate and maintain the District's internal wastewater systems.

The County's onsite wastewater system will consist of gravity collection lines with appurtenant manholes, and a pump station discharging to a force main that will connect to the existing County force main in the Fort Hamer Road right-of-way.

WATER DISTRIBUTION SYSTEM

The District is within Manatee County's Service Area which will provide potable water service. The District will fund the construction of the potable water system or in the alternative acquire the completed system from the Developer. When completed, the County will own, operate and maintain the District's internal potable water systems.

The County's onsite potable water system will consist of distribution lines of varying sizes with appurtenant valves and backflow prevention equipment connecting to the existing water transmission lines in the Fort Hamer Road right of way.

LANDSCAPING

Significant landscape features and associated irrigation systems are planned for the public rights of way and District owned lands relating to the CIP. These features may include District entry monumentation at the entrances of the District, installation of irrigation wells, irrigation systems, and the perimeter buffer areas. The District will fund, construct, operate and maintain entry monumentation, irrigation systems and landscaping in publicly accessible areas of the District. The District will fund, construct, and maintain perimeter berms. In the alternative, the Developer may construct these improvements and convey the same to the District.

There will be significant buffer plantings that will be installed along Fort Hamer Road with the construction of Fort Hamer Road 2nd Extension and "North River Ranch Trail".

RECREATIONAL FACILITIES

Recreational facilities will be funded and maintained by the District, which may include a clubhouse, pool area, tot lot(s), dog park, trails and other recreational features. The recreational components will generally be within District open space, parks and other public areas. The District will fund, construct and/or acquire, own and maintain these recreational facilities.

The main amenity center for the district will be located within Subphase IV-C1of the project. The amenity center will feature a large community gathering building, game room, expansive event lawn, resort style pool and miles of nature trails that will connect to the extensive trail network throughout North River Ranch. All associated parking and utility infrastructure will be installed with the development of this facility.

PROFESSIONAL SERVICES

Professional fees include civil engineering costs for master planning, site design, permitting, preparation of construction plans, inspection and survey costs for construction staking, preparation of record drawings and preparation of preliminary and final plats.

Professional fees also may include geotechnical costs for pre-design soil borings, underdrain analysis, soil stabilization, and construction testing, architectural costs for landscaping, fees associated with transportation planning and design, environmental consultation, irrigation system design and fees for permitting, as well as costs for legal and engineering services associated with the administration of the District's CIP.

OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities of the proposed infrastructure improvements for the development are set forth below.

| Proposed Infrastructure Improvements | Ownership | <u>Maintenance</u> |
|---|----------------|--------------------|
| Internal Roadway Improvements | Manatee County | Manatee County |
| Access Roadway Improvements on Moccasin Wallow Rd | Manatee County | Manatee County |
| "North River Ranch Trail" | Manatee County | Manatee County |
| Stormwater Management System | NRRISD | NRRISD |
| Wastewater Collection System including the on-site Transmission System for Single Family Residences | Manatee County | Manatee County |
| Water Distribution System including the Transmission System | Manatee County | Manatee County |
| Landscaping and Irrigation Systems within public rights-of- way and district owned lands | NRRISD | NRRISD |
| Amenity Center | NRRISD | NRRISD |

PROJECT COSTS

The CIP's identifiable total costs associated with the infrastructure improvements for certain lands within the NRR Tract including Phases I, II, III and Subphases IV-C1 through IV-F are estimated to be \$144.2 million. The infrastructure improvements include: roadways, sewer, water, storm water management systems, recreational facilities and landscaping and irrigation as well as hardscape elements. It is understood that the funds available to the District to construct or acquire the improvements comprising the CIP, will be limited. Any such District improvements not financed by the District will be constructed and conveyed to the District by the Developer pursuant to an Acquisition and Developer Funding Agreement.

Exhibit C outlines the anticipated costs associated with the construction of the Series 2023A Project.

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional progression of the Development within the District as required by the County. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The platting, design and permitting for the public infrastructure are ongoing at this time and there is no reason to believe such permits will not be obtained.

Items of construction in this report are based on preliminary plan quantities for the infrastructure construction as shown on the master plans, conceptual plans, construction drawings and specifications. It is my professional opinion that the estimated infrastructure costs provided herein for the District improvements comprising the CIP are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will provide a special benefit to the assembled land in the District, which special benefit will at least equal the costs of such improvements. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statues.

The infrastructure total construction cost developed in this report is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in the Tampa Bay area and quantities as represented on the master plans. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The professional services for establishing the opinion of estimated construction cost are consistent with the degree and care and skill exercised by members of the same profession under similar circumstances.

Christopher Fisher, P.E

District Engineer

FL Registration No. 85555

EXHIBITS

Exhibit A Vicinity Map of District

Exhibit B Boundary Metes & Bounds Description of District

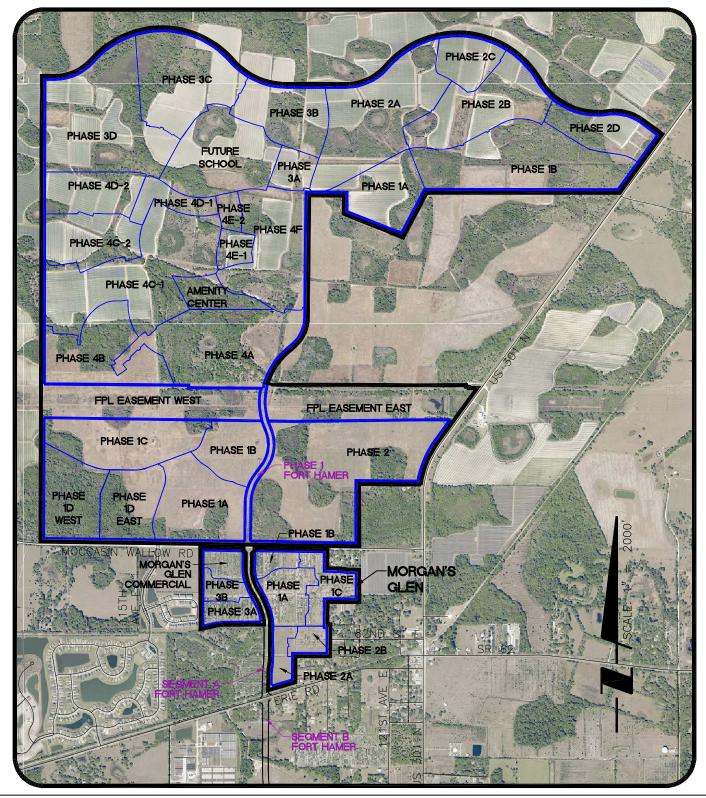
Exhibit C Summary of Estimated Project

Exhibit D Permit and Construction Approval Status

Exhibit E Phases I & II Development Plan

EXHIBIT A

VICINITY MAP



PROJECT: NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT

CLIENT: NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414 Phone 941-907-6900 • Fax 941-907-6910 Certificate of Authorization #27013 • www.stantec.com The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantes is forbidden.

| SCALE: AS SHOWN | DATE: 7/12/21 |
|--------------------------------|---------------------|
| SEC: TWP: RGE: 7-9,16-18 33 19 | REV NO: |
| PROJECT NO. 215611912 | INDEX NO: |
| DRWN BY/EMP NO. MSC/98616 | SHEET NO: 1 OF 1 |

EXHIBIT B

NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT

LEGAL DESCRIPTION

MORGAN'S GLEN PARCEL:

BEGIN AT THE COMMON CORNER OF SECTIONS 19, 20, 29 AND 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE, ALONG THE EAST LINE OF SAID SECTION 30, S.00°06'50"W., FOR 540.98 FEET TO A LINE BEING 50 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF A SCL RAILROAD RIGHT OF WAY, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 1, BLOCK 1, MANATEE RIVER FARMS AS RE- CORDED IN PLAT BOOK 6, PAGE 45 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, ALONG SAID LINE, S.73°37′59"W., 670.12 FEET; THENCE N.00°06′17"E., FOR 412.91 FEET; THENCE N.01°49'12"W., FOR 315.39 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE, LEAVING SAID SOUTH LINE, N.00°34'28"W., FOR 441.76 FEET; THENCE N.01°53'22"E., FOR 220.56 FEET; THENCE S.89°53'31"W., FOR 858.88 FEET; THENCE S.84°33'13"W., FOR 104.29 FEET; THENCE S.76°54'28" W., FOR 377.88 FEET; THENCE N.00°07'22"W., FOR 1,708.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF MOCCASIN WALLOW ROAD; THENCE, ALONG SAID SOUTH RIGHT OF WAY LINE, S.89°15'16"E., FOR 1,980.23 FEET TO THE EAST LINE OF SAID SECTION 19, SAID LINE ALSO BEING THE WEST LINE OF SAID SECTION 20: THENCE, CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE, S.88°55'05"E., 666.19 FEET; THENCE, LEAVING SAID SOUTH RIGHT OF WAY LINE, S00°06'09"E., FOR 397.02 FEET; THENCE S.89°16'25"E., FOR 135.94 FEET; THENCE S.88°59'12"E., FOR 121.89 FEET; THENCE S.81°46'46"E., FOR 200.24 FEET; THENCE S.89°10'18"E., FOR 210.00 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE, ALONG SAID EAST LINE, S.00°04'54"E., FOR 673.99 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE, ALONG SAID LINE, N.89°31'56"W., FOR 665.68 FEET; THENCE, LEAVING SAID LINE, S.00°06'09"E., FOR 467.45 FEET; THENCE N.89°51'11"E., FOR 59.49 FEET; THENCE S.00°06'09"E., FOR 663.67 FEET TO THE SOUTH LINE OF SECTION 20, TOWN- SHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE, ALONG SAID SOUTH LINE, S.89°51'11"W., FOR 724.73 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT CERTAIN RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2066, PAGE 3027, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 19 AND 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 86°58'46" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 537.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°13'25" WEST, A DISTANCE OF 2.00 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 171.21 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 860.00 FEET, A CENTRAL ANGLE OF 11°24'23", AND A CHORD BEARING AND DISTANCE OF SOUTH 05°55'36" WEST 170.93 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHERLY 148.63 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 11°30'27", AND A CHORD BEARING AND DISTANCE OF SOUTH 05°52'34" WEST 148.38 FEET; THENCE SOUTH 00°07'20" WEST, A DISTANCE OF 359.62 FEET TO THE NORTH RIGHT OF WAY LINE OF FP & L RAILROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 73°37'35" WEST, A DISTANCE OF 77.06 FEET;

THENCE NORTH 01°01'42" WEST, A DISTANCE OF 694.96 FEET; THENCE NORTH 00°13'25" EAST, A DISTANCE OF 724.64 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 205.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 21°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 10°16'36" WEST 204.10 FEET; THENCE NORTH 20°46'36" WEST, A DISTANCE OF 207.01 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 211.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 940.00 FEET, A CENTRAL ANGLE OF 12°52'00", AND A CHORD BEARING AND DISTANCE OF NORTH 27°12'36" WEST 210.65 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE NORTHERLY 622.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,060.00 FEET, A CENTRAL ANGLE OF 33°38'35", AND A CHORD BEARING AND DISTANCE OF NORTH 16°49'18" WEST 613.51 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 296.18 FEET; THENCE NORTH 44°34'29" WEST, A DISTANCE OF 70.18 FEET; THENCE NORTH 00°48'08" EAST, A DISTANCE OF 46.61 FEET TO THE SOUTH MAINTAINED RIGHT OF WAY LINE OF MOCCASIN WALLOW ROAD: THENCE ALONG SAID SOUTH MAINTAINED RIGHT OF WAY LINE, SOUTH 89°11'52" EAST, A DISTANCE OF 230.02 FEET; THENCE, LEAVING SAID SOUTH MAINTAINED RIGHT OF WAY LINE, SOUTH 00°48'08" WEST, A DISTANCE OF 46.66 FEET; THENCE SOUTH 45°25'31" WEST, A DISTANCE OF 71.23 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 236.20 FEET; THENCE SOUTH 04°08'24" WEST, A DISTANCE OF 114.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 494.62 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 940.00 FEET, A CENTRAL ANGLE OF 30°08'55", AND A CHORD BEARING AND DISTANCE OF SOUTH 18°34'08" EAST 488.93 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 238.04 FEET ALONG THE ARC OF SAID CURVE. HAVING A RADIUS OF 1,060.00 FEET, A CENTRAL ANGLE OF 12°52'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 27°12'36" EAST 237.54 FEET; THENCE SOUTH 20°46'36" EAST, A DISTANCE OF 207.01 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 249.23 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 21°00'00". AND A CHORD BEARING AND DISTANCE OF SOUTH 10°16'36" EAST 247.84 FEET; THENCE SOUTH 00°13'25" WEST, A DISTANCE OF 718.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 129.475 ACRES, MORE OR LESS.

TOGETHER WITH NORTH RIVER RANCH – HAVAL FARMS:

A TRACT OF LAND, BEING A PORTION OF MANATEE RIVER FARMS, UNIT 1, RECORDED IN PLAT BOOK 6, PAGE 45 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 7, 8, 9, 16, 17, 18, 19 AND 20, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE ABOVE-MENTIONED SECTION 7; THENCE N.00°13′29″E., ALONG THE WEST LINE OF SECTION 7, A DISTANCE OF 1,809.08 FEET; THENCE N.90°00′00″E., A DISTANCE OF 272.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS 1,000.00 FEET AND A CENTRAL ANGLE OF 48°54′32″; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DIS-TANCE OF 853.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,962.46 FEET AND A CENTRAL ANGLE OF 97°43′17″; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3,347.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVETO THE LEFT HAVING A RADIUS OF 1,500.00 FEET AND

A CENTRAL ANGLE OF 48°48'45"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,277.91 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.90°00'00"E., A DISTANCE OF 1,220.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,100.00 FEET AND A CENTRAL ANGLE OF 49°18'03"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 946.51 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,990.00 FEET AND A CENTRAL ANGLE OF 108°30'13"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3,768.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,400.00 FEET AND A CENTRAL ANGLE OF 67°34'16"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,651.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 44°28'10"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF

776.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.53°53′56″E., A DISTANCE OF 509.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 301; THENCE S.36°06'04"W., A DISTANCE OF 1,512.28 FEET; THENCE N.89°59'54" W., A DISTANCE OF 4,022.59 FEET; THENCE S.27°47'24"W., A DISTANCE OF 1,049.93 FEET; THENCE N.68°30'43"W., A DIS- TANCE OF 1,332.96 FEET; THENCE N.00°11'16"E., A DISTANCE OF 383.27 FEET; THENCE N.89°43'15"W., A DISTANCE OF 719.63 FEET; THENCE S.00°35'38" W., A DISTANCE OF 2,551.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS 795.00 FEET AND A CENTRAL ANGLE OF 48°08'26"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 667.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.48°44'04" W., A DIS-TANCE OF 213.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS 1,355.00 FEET AND A CENTRAL ANGLE OF 33°22'52"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 789.44 FEET; THE FOLLOWING FIVE (5) CALLS ARE ALONG THE NORTHERLY LINE OF A SPECIFIC PURPOSE SURVEY FOR TRACT 300FL-MA-010.000, PREPARED BY WILLBROS ENGI- NEERS, INC., AND DATED OCTOBER 12, 2015: 1) S.89°39'18"E., A DISTANCE OF 85.64 FEET; 2) S.89°10'25"E., A DISTANCE OF 187.79 FEET; 3) S.89°53'48"E., A DISTANCE OF 1,364.36 FEET; 4) S.89°38'04"E., A DISTANCE OF 1,529.39 FEET; 5) THENCE N.89°48'54"E., A DISTANCE OF 969.28 FEET TO A POINT ON THE WEST LINE OF PARCEL DEEDED TO PEOPLES GAS SYSTEM; THENCE S.00°02'24"W., ALONG THE WESTERLY LINE OF SAID PARCEL. A DISTANCE OF 35.27 FEET TO THE SOUTH WEST CORNER OF SAID PARCEL: THENCE S.89°57'36"E., ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 60.00 FEET TO A POINT ON A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2207, PAGE 6256, SAID PUBLIC RECORDS; THENCE ALONG SAID PARCEL FOR THE FOLLOWING TWO (2) CALLS; 1) S.00°02'21"W., A DISTANCE OF 24.79 FEET; 2) THENCE N.89°52'24"E., A DISTANCE OF 178.91 FEET TO THE NORTH- WESTERLY RIGHT OF WAY LINE OF U.S. 301; THENCE SOUTH- ERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S.36°06'04"W., A DISTANCE OF 472.43 FEET; 2) S.36°04'53"W., A DISTANCE OF 916.03 FEET TO THE P.C. OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES SOUTH 53°53'38"EAST, A DISTANCE OF 1977.86 FEET; 3) SOUTHERLY ALONG THE ARC OF SAID CURVE ALSO BEING SAID RIGHT OF WAY LINE, A DISTANCE OF 971.94 FEET THROUGH A CENTRAL ANGLE OF 28°09'21"; THENCE N.89°26'34"W., A DISTANCE OF 1,282.99 FEET; THENCE S.00°06'08"E., A DISTANCE OF 1,300.10 FEET; TO THE NORTHERLY RIGHT OF WAY LINE OF MOCCASIN WALLOW RD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: 1) N.88°54′18"W., A DISTANCE OF 1,334.91

FEET; 2) N.89°08'58"W., A DISTANCE OF 2,271.84 FEET; 3) N.89°07'49"W., A DISTANCE OF 328.34 FEET; 4) N.89°07'50"W., A DISTANCE OF 2,693.55 FEET; 5) N.88°01'42"W., A DISTANCE OF 16.92 FEET TO THE WEST LINE OF ABOVE-MENTIONED SECTION 19; THENCE N.00°08'36"E. ALONG SAID WEST LINE, A DISTANCE OF 2,578.91 FEET; THENCE N.00°08'15"E. THE WEST LINE OF ABOVE-MENTIONED SECTION 18., A DISTANCE OF 1,944.35 FEET; THENCE N.00°07'17"E. CON- TINUE ALONG SAID WEST LINE, A DISTANCE OF 3,366.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,883.092 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING PROPERTY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LOTS 4, 5, AND 6, BLOCK 4, PLAT BOOK 6, PAGE 45 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT 304 AS SHOWN ON THE PLAT OF MORGAN'S GLEN TOWNHOMES, PHASES IIIA & IIIB, IN PLAT BOOK 69, PAGE 90 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MOCCASIN WALLOW ROAD (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AS RECORDED IN OFFICIAL INSTRUMENT NUMBER 202140157633, IN SAID PUBLIC RECORDS; THENCE S.89°08'58"E., ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MOCCASIN WALLOW ROAD, A DISTANCE OF 861.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°08'58"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 77.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF FORT HAMER ROAD (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 202141023579 IN SAID PUBLIC RECORDS; THENCE ALONG SAID WEST & WESTERLY RIGHT-OF-WAY LINE OF FORT HAMER ROAD FOR THE FOLLOWING FOUR (4) CALLS: (1) THENCE S.00°00′00″E., A DISTANCE OF 307.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,060.00 FEET AND A CENTRAL ANGLE OF 01°05'53"; (2) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.31 FEET TO THE END OF SAID CURVE; (3) THENCE S.88°54'07"W., RADIAL TO THE LAST STATED CURVE, A DISTANCE OF 4.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,064.00 FEET AND A CENTRAL ANGLE OF 14°19'51"; (4) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 266.13 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S.08°15'49"E., 265.44 FEET, TO THE END OF SAID CURVE; THENCE S.74°34'15"W., RADIAL TO THE LAST STATED CURVE, A DISTANCE OF 41.60 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 26°27'04", SAID POINT BEING A CORNER ON THE NORTH LINE OF THE ABOVEMENTIONED MORGAN'S GLEN TOWNHOMES, PHASES IIIA & IIIB; THENCE ALONG SAID NORTH, NORTHERLY AND EAST LINE OF MORGAN'S GLEN TOWNHOMES FOR THE FOLLOWING SIXTEEN (16) CALLS: (1) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 150.04 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N.89°01'47"W., 148.71 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; (2) THENCE N.75°48'14"W., A DISTANCE OF 215.79 FEET; (3) THENCE N.89°03'11"W., A DISTANCE OF 268.51 FEET; (4) THENCE S.85°25'13"W., A DISTANCE OF 21.32 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 07°17'27"; (5) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.36 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N.03°28'24"E., 41.33 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; (6) THENCE N.00°10'19"W., A DISTANCE OF 87.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 22°03'13"; (7) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 67.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (8) THENCE N.22°13'32"W., A DISTANCE OF 130.77 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 04°23'01": (9) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.39 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S.66°09'33"W.. 13.39 FEET. TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 25°51'38": (10) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (11) THENCE S.89°49'41"W., A DISTANCE OF 62.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 46°11'00"; (12) THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.30 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (13) THENCE N.43°59'19"W., A DISTANCE OF 45.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 43°49'00"; (14) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (15) THENCE N.00°10′19″W., A DISTANCE OF 196.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 91°01'19"; (16) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 55.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.473 ACRES, MORE OR LESS.

CONTAINING A TOTAL AREA OF 2,001.094, MORE OR LESS.

Being subject to any rights-of-way, restrictions, and easements of record.

EXHIBIT CSUMMARY OF ESTIMATED PROJECT COST

Summary of Costs North River Ranch Project Improvement Stewardship District

| North River Ranch Improvement Stewardship District ESTIMATED PROJECT COSTS | | | | | | | |
|---|--|--|--|--|--|--|--|
| DISTRICT ELIGIBLE IMPROVEMENTS | | | | | | | |
| Fort Hamer Road 2nd Extension Improvements(*) Neighborhood Amenity Center(*) Project Costs | | | | | | | |
| STORMWATER, DRAINAGE & EARTHWORK (EXCLUDING LOTS) | \$1,045,035.45 | \$0.00 | \$1,045,035.45 | | | | |
| ROADWAYS & PAVING | \$702,515.03 | \$396,581.38 | \$1,099,096.41 | | | | |
| WATER, WASTEWATER & RECLAIMED WATER | \$807,528.63 | \$134,837.67 | \$942,366.30 | | | | |
| LANDSCAPE, HARDSCAPE | \$277,606.95 | \$79,316.28 | \$356,923.23 | | | | |
| RECREATIONAL FACILITIES | \$55,521.39 | \$2,220,855.72 | \$2,276,377.11 | | | | |
| POWER & STREET LIGHTS | \$182,427.43 | \$0.00 | \$182,427.43 | | | | |
| SUBTOTAL PROFESSIONAL SERVICES (7%): CONTINGENCY (15%): | \$3,070,634.88 \$214,944.44 \$492,836.90 | \$2,831,591.05 \$198,211.37 \$454,470.36 | \$5,902,225.93 \$413,155.81 \$947,307.26 | | | | |
| TOTAL: | \$3,778,416.22 | \$3,484,272.79 | \$7,262,689.00 | | | | |

North River Ranch Improvement Stewardship District ESTIMATED PROJECT COSTS

DISTRICT ELIGIBLE IMPROVEMENTS

| | Fort Hamer Road 2nd Extension Improvements(*) | Neighborhood Amenity Center(*) | Project Costs | |
|---|---|--|---|--|
| STORMWATER, DRAINAGE & EARTHWORK (EXCLUDING LOTS) | \$2,681,793.57 | \$0.00 | \$2,681,793.57 | |
| ROADWAYS & PAVING | \$1,802,809.93 | \$1,017,716.09 | \$2,820,526.02 | |
| WATER, WASTEWATER & RECLAIMED WATER | \$2,072,298.21 | \$346,023.47 | \$2,418,321.68 | |
| LANDSCAPE, HARDSCAPE | \$712,401.23 | \$203,543.22 | \$915,944.45 | |
| RECREATIONAL FACILITIES | \$142,480.25 | \$5,699,210.11 | \$5,841,690.35 | |
| POWER & STREET LIGHTS | \$468,149.38 | \$0.00 | \$468,149.38 | |
| SUBTOTAL PROFESSIONAL SERVICES (7%): CONTINGENCY (15%): | \$7,879,932.56 \$551,595.28 \$1,264,729.18 | \$7,266,492.89 \$508,654.50 \$1,166,272.11 | \$15,146,425.45 \$1,060,249.78 \$2,431,001.28 | |
| TOTAL: | \$9.696.257.01 | \$8.941.419.50 | \$18.637.676.51 | |

EXHIBIT "D"

PERMIT AND CONSTRUCTION APPROVAL STATUS

EXHIBIT "D"

North River Ranch Improvement Stewardship District

| Project Name | Permit ID | Permit Number | Approval Date | Expiration Date | Remarks |
|---|----------------------|---------------------|------------------|-----------------|-------------------------------------|
| Haval Farms | PDMU/NCO | PDMU-17-26 | 03-14-19 | - | Zoning Approval from Manatee County |
| Haval Farms | ERP | 780141/42044237.000 | 08-19-19 | 08-19-24 | JD Wetland Survey |
| North River Ranch Phases IV-A & IV-B | PSP/FSP | PLN2006-0049 | 03-22-2021 | 03-22-2025 | |
| North River Ranch Phases IV-A & IV-B | ERP | 43030935.024 | 11/03/2020 | 11/03/2025 | |
| North River Ranch ACOE | N/A | | | | No permit Required |
| North River Ranch Phases IV-A Final Plat | | PLN-2106-0094 | | | |
| North River Ranch Phase IV-A Certification | | | | | |
| Amenity Center | PSP/FSP | PLN2202-0134 | 03.28.2023 | 03.28.2027 | |
| Fort Hamer Road 2 nd Ext | FSP/CP | PLN2106-0102 | 04.21.2022 | 04.21.2026 | |
| Fort Hamer Road 2 nd Ext | ERP | 43030935.030 | 11.18.2021 | 11.18.2026 | |
| North River Ranch Phases IV-C through IV-F Mass Grading | Construction Plan | PLN2201-0051 | 06.06.2022 | 06.06.2026 | |
| North River Ranch Phases IV-C through IV-F Mass Grading | ERP | 43030935.032 | 05.04.2022 | 05.04.2027 | |
| North River Ranch Phases IV-C1 | PSP/FSP | PLN2203-0057 | 05.05.2023 | 05.05.2027 | |
| North River Ranch Phase IV-E & IV-F | PSP/FSP | PLN2301-0009 | | | Expect Approval Q4 2023 |

Exhibit "E"

Phases I Through II Development Plan

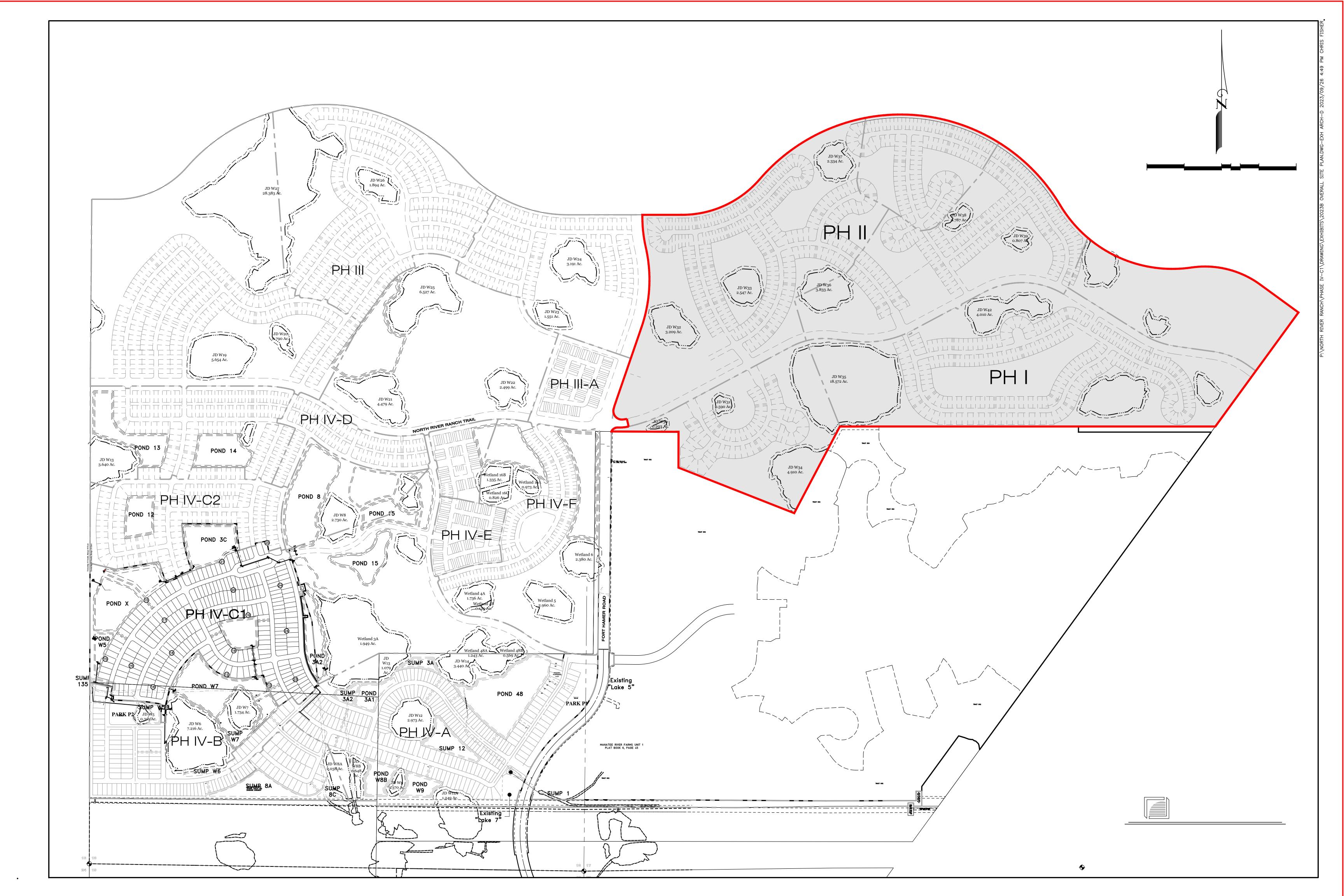


Exhibit B

Supplemental Assessment Methodology Report



NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT SUPPLEMENTAL ASSESSMENT REPORT (NRR TRACT) SERIES 2023A PROJECT, SERIES 2023A BONDS

November 2023

Prepared for:

Members of the Board of Supervisors, North River Ranch Improvement Stewardship District

Prepared on November 2, 2023

PFM Financial Advisors LLC 3501 Quadrangle Boulevard, Ste 270 Orlando, FL 32817



NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT SUPPLEMENTAL ASSESSMENT REPORT (NRR TRACT) SERIES 2023A PROJECT, SERIES 2023A BONDS

November 2, 2023

1.0 Introduction

1.1 Purpose

This Supplemental Assessment Report (NRR Tract) Series 2023A Project, Series 2023A Bonds ("Supplemental Report") provides a methodology for allocating the assessments securing the repayment of the planned Series 2023A Special Assessment Revenue Bonds, (collectively, "Bonds" or "Series 2023A Bonds") to be issued by North River Ranch Improvement Stewardship District (the "District"). This Supplemental Report applies and operates pursuant to the methodology outlined in the North River Ranch Improvement Stewardship District Master Special Assessment Methodology Report for Phase I, II, III and IV-C Through IV-F ("Master Report") dated July 6, 2022.

The District consisting of 2,001+/- gross acres is currently planned to be developed in multiple phases. The development of the land within the District has already commenced. Specifically, the former North River Ranch CDD consisting of 1,295 acres (the "NRR Tract") issued its Capital Improvement Revenue Bonds (Phase I Project), Series 2020A-1 and Series 2020A-2 (the "Series 2020A-1 and A-2 Bonds") to support the development of Phases IV-A and IV-B within the NRR Tract. The District also issued its Series 2023A-1 Bonds and Series 2023A-2 Bonds to support land development within the NRR Tract portion of the District, which constitutes Phases IV-C1, IV-E, IV-F and Phase III-A (TH) consisting of 277 acres. Currently, the District has commenced planning for the next stage of land development within the NRR Tract portion of the District, which constitutes Phase I and Phase II consisting of 413+/- acres and planned for 939 residential lots ("Series 2023A Assessment Area").

The capital improvement program for the lands within the NRR Tract excluding Subphases 4A and 4B, which horizontal infrastructure on such subphases are complete, is estimated to cost approximately \$144.2 million (the "NRR Tract CIP"). The capital improvements described in the NRR Tract CIP will be constructed in multiple phases over time. This phase of the NRR Tract CIP is estimated to cost approximately \$7.3 million and includes the costs allocable to certain master infrastructure improvements related to the Fort Hamer Road 2nd Extension and recreational amenities (Camp Creek Amenity Center) allocable to Phase 1 and Phase 2 of the NRR Tract of the Development planned for 939 residential units and constituting the Series 2023A Assessment Area (the "Series 2023A Project). The approximately 413+/- assessable acres within District's Series 2023A Assessment Area receive special benefit from the Series 2023A Project.

2



The District will issue the Series 2023A Bonds to finance the Series 2023A Project in the amount of \$7.3 million. The Series 2023A Bonds and associated assessments ("Series 2023A Assessments") will provide for the construction or acquisition of assessable improvements to properties located within the District's Series 2023A Assessment Area. The methodology described herein allocates the cost of the Series 2023A Project to certain properties within the Series 2023A Assessment Area within the District, based upon the benefits those properties receive from those improvements.

This Supplemental Report is designed to conform to the requirements of Chapters 170 and 190 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The District was created on June 9, 2020. The District currently encompasses approximately 2,001+/-acres in Manatee County. The North River Ranch Improvement Stewardship District Supplemental Report for Phases I & Phase II of the NRR Tract (Series 2023A Assessment Area), dated October 2023, ("Supplemental Engineer's Report")¹ as provided by Clearview Land Design, P.L. ("District Engineer") provides a description of the improvements that constitute the NRR Tract CIP which are estimated to cost \$144.2 million.

This Supplemental Report provides a methodology to allocate the debt over the approximately 413 acres in the Series 2023A Assessment Area of the District that will receive a special benefit from the installation of the proposed District's portion of the NRR Tract CIP, the Series 2023A Project. It is the District's debtfunded capital infrastructure improvements that will allow the development of the lands within the Series 2023A Assessment Area of the District. By making development of the lands within the Series 2023A Assessment Area of the District possible, the District creates benefits to the lands within the District.

The methodology described herein allocates the District's debt to the District's lands based upon the benefits received from the infrastructure program. This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject.²

1.3 Projected Land Use Plan for the District's Phase I and Phase II

The Series 2023A Assessments securing the Series 2023A Bonds will be levied on an equal per acre basis over the gross undeveloped acreage within the Series 2023A Assessment Area which includes approximately 413 acres planned for 939 residential lots within Phase I and Phase II. As such acreage is sold with entitlements transferred thereto or is developed and platted, the Series 2023A Assessments are allocated on a per lot basis.

¹ Clearview Land Design, P.L., (Oct 2023), "North River Ranch Improvement Stewardship District Supplemental Report for Phases I & Phase II of the NRR Tract (Series 2023A Assessment Area"

 $^{^2}$ See for City of Winter Springs v. State, 776 So.2d 255 (Fla 2003) and City of Boca Raton, v. State, 595 So.2d 25 (Fla 1992)



The Series 2023A Assessments levied in connection with the Series 2023A Bonds (the "Series 2023A Assessments") will initially be allocated over the acreage within the Series 2023A Assessment Area. The Series 2023A Assessments will then be allocated on a per lot basis upon sale of property with specific entitlements transferred thereon or platting of the units within Phase I and Phase II of the Development planned for 939 residential lots. Based on the sizing of the Series 2023A Bonds, it is anticipated the Series 2023A Assessments levied in connection with the Series 2023A Bonds will be allocated to the assessable units within Phase I and Phase II within the Series 2023A Assessment Area of the District as illustrated in Table 5.

This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject. This Supplemental Report addresses the allocation of the costs of the Series 2023A Project to these developable properties located within the District's Series 2023A Assessment Area that receive a special benefit from the Series 2023A Project. Table 1 identifies the property and planned unit types within the District's Series 2023A Assessment Area that are ultimately anticipated to be subject to the Series 2023A Assessments.

Table 1. Development Plan for Phase I and Phase II (Series 2023A Assessment Area)

| Residential Unit Type | Unit Type | <u>Lots</u> | ERU Factor | <u>ERUs</u> |
|-----------------------|----------------------|-------------|------------|-------------|
| Phase 1 | | | | |
| Villa 33 | Dwelling Unit | 85 | 0.73 | 62.3 |
| Single Family 40 | Dwelling Unit | 122 | 0.89 | 108.4 |
| Single Family 50 | Dwelling Unit | 189 | 1.11 | 210.0 |
| Single Family 64 | Dwelling Unit | 74 | 1.42 | 105.2 |
| Phase 2 | · · | | | |
| Villa 33 | Dwelling Unit | 85 | 0.73 | 62.3 |
| Single Family 40 | Dwelling Unit | 121 | 0.89 | 107.6 |
| Single Family 50 | Dwelling Unit | 189 | 1.11 | 210.0 |
| Single Family 64 | Dwelling Unit | 74 | 1.42 | 105.2 |
| TOTAL | ŭ | 939 | | 971.2 |

Source: Clearview Land Design, P.L. and PFM Financial Advisors LLC

1.4 CIP - Infrastructure Installation

The District will construct its public infrastructure and improvements as outlined in the Engineer's Report, as prepared by the District Engineer. The District infrastructure and improvements for the District's entire NRR Tract CIP are presented in Table 2, which are inclusive of shared master infrastructure and consistent with the District's Master Report.



Table 2. Summary of CIP Cost Estimates

| | <u>Fort</u> | Neighborhood | | | |
|---------------------------------|---------------|--------------------|-------------------|---------------------|---------------|
| | <u>Hammer</u> | Amenity | <u>Master</u> | | |
| <u>Improvement</u> | 2nd Ext | <u>Center</u> | <u>Stormwater</u> | <u>Neighborhood</u> | <u>TOTAL</u> |
| Stormwater, Drainage, Earthwork | \$3,293,887 | \$0 | \$11,263,500 | \$22,527,000 | \$37,084,387 |
| Roadways & Paving | \$2,214,284 | \$1,250,000 | \$0 | \$21,275,500 | \$24,739,784 |
| Water, Wastewater & Reclaimed | \$2,545,280 | \$425,000 | \$0 | \$30,036,000 | \$33,006,280 |
| Landscape and Hardscape | \$875,000 | \$250,000 | \$0 | \$8,760,500 | \$9,885,500 |
| Recreation Facilities | \$175,000 | \$7,000,000 | \$0 | \$250,000 | \$7,425,000 |
| Power & Street Lights | \$575,000 | \$0 | \$0 | \$4,505,400 | \$5,080,400 |
| Professional Services | \$677,492 | \$624,750 | \$788,445 | \$6,114,808 | \$8,205,495 |
| Contingency | \$1,553,392 | \$1,432,463 | \$1,807,792 | \$14,020,381 | \$18,814,027 |
| Total | \$11,909,335 | \$10,982,213 | \$13,859,737 | \$107,489,589 | \$144,240,873 |
| less PHIV-A and PHIV-B | \$1,599,607 | <u>\$1,475,080</u> | <u>\$0</u> | <u>\$0</u> | \$3,074,687 |
| Total | \$10,309,728 | \$9,507,132 | \$13,859,737 | \$107,489,589 | \$141,166,186 |

Source: Clearview Land Design, P.L.

This phase of the NRR Tract CIP is estimated to cost approximately \$7.3 million and includes the costs allocable to certain master infrastructure improvements related to the Fort Hamer Road 2nd Extension and recreational amenities to Phase 1 and Phase II of the NRR Tract of the Development planned for 939 residential units (the "Series 2023A Project) (Table 3). Detailed information concerning the Series 2023A Project is contained in the Supplemental Engineer's Report.

Table 3. Series 2023A Project Cost Estimates

| | Master Inf | Master Infrastructure | | | |
|---------------------------------|------------------------------------|------------------------------------|-------------------------------|--|--|
| Infrastructure | Ft Hamer Road 2nd Extension (1) | Neighborhood Amenity Center (1) | Series 2023A Project Costs | | |
| Stormwater, Drainage, Earthwork | \$1,045,035 | \$0 | \$1,045,035 | | |
| Roadways & Paving | \$702,515 | \$396,581 | \$1,099,096 | | |
| Water, Wastewater & Reclaimed | \$807,529 | \$134,838 | \$942,366 | | |
| Landscape and Hardscape | \$277,607 | \$79,316 | \$356,923 | | |
| Recreation Facilities | \$55,521 | \$2,220,856 | \$2,276,377 | | |
| Power & Street Lights | \$182,427 | \$0 | \$182,427 | | |
| Subtotal | \$3,070,635 | \$2,831,591 | \$5,902,226 | | |
| Professional Services | \$214,944 | \$198,211 | \$413,156 | | |
| Contingency | \$492,837 | \$454,470 | \$947,307 | | |
| Total | \$3,778,416 | \$3,484,273 | \$7,262,689 | | |

Source: Clearview Land Design, P.L

⁽¹⁾ Any costs outlined in the Engineer's Report not funded with bond proceeds will be funded via Developer's Agreement with the District.



1.5 Requirements of a Valid Assessment Methodology

In PFM Financial Advisors LLC, the Assessment Consultant's ("PFM FA" and/or "AC") experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is impossible, and, accordingly, a special assessment is valid as long as there is a logical relationship between the services provided and the benefit to real property. A court must give deference to the District's determinations regarding the levy of special assessments, and such special assessments are only invalid if the District's determinations are found to be arbitrary.

1.6 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, in our opinion, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's NRR Tract CIP that enables properties within the District's boundaries to be developed. Without the District's NRR Tract CIP there would be no infrastructure to support development of land within the District. Without these improvements, development of property in the District would not be permitted.

The new infrastructure improvements included in the NRR Tract CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the developable property within the District. The NRR Tract CIP described in the District Engineer's Report enables the developable property within the District to be developed. Without the NRR Tract CIP, there would be no infrastructure to support development of the developable property within the District.

2.0 Series 2023A Bonds Plan of Finance

The District's Series 2023A Bonds have a total par value of \$9,630,000. Table 4 presents the details for the Series 2023A Bonds.



Table 4. Details of the Series 2023A Bonds

| Series 2023A Bonds Sources | Series 2023A Bonds |
|---------------------------------------|--------------------|
| Bond Proceeds: | |
| Par Amount | \$9,630,000 |
| Total Sources | \$9,630,000 |
| Uses: | |
| Project Fund Deposits: | |
| Construction Fund | \$7,262,689 |
| Other Fund Deposits: | |
| Debt Service Reserve Fund (100% MADS) | \$740,295 |
| Capitalized Interest Fund | \$1,233,872 |
| Delivery Date Expenses: | |
| Costs of Issuance | \$200,544 |
| Underwriter's Discount | \$192,600 |
| Total Uses | \$9,630,000 |
| Rate | 6.62% |
| Term | 30 |
| Capitalized Interest (months) | 24 |
| Maximum Annual Debt Service | \$740,295 |
| Maximum Annual Debt Service (1) | \$796,016 |

Source: MBS Capital Markets LLC

3.0 Assessment Methodology

3.1 Overview

The assessment methodology consists of five steps described below. First, the District Engineer estimates the costs for the District improvements needed for the buildout of the District. Second, the District Engineer determines the gross acres that benefit from the Series 2023A Project. Third, the District's bond underwriter and AC determine the total funding amount (including financing costs) needed to acquire and/or construct a portion of the Series 2023A Project. Fourth, consistent with the Master Report, this amount is initially divided equally among the benefited properties in the Series 2023A Assessment Area within the District on a gross assessable acreage basis. Finally, as land is sold with entitlements or platted, the debt is allocated on a per lot basis on the assessable lands within the Series 2023A Assessment Area within the District.

⁽¹⁾ Gross assessments include a 7% gross-up account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount



As described more fully below, the District is issuing \$9,630,000 in Series 2023A Bonds to fund the Series 2023A Project to provide for a debt service reserve account, to capitalize a portion of the interest on the Series 2023A Bonds and to fund other costs associated with issuing the Series 2023A Bonds. It is the debt represented by the Series 2023A Bonds that is anticipated to be fully allocated to properties within the District that benefit from the Series 2023A Project.

3.2 Assessment Allocation

The assessment methodology allocates debt to specific properties in the District based upon the benefit that each one receives from the Series 2023A Project funded by proceeds of the Series 2023A Bonds. The improvements proposed for Series 2023A Project in the District to be acquired and/or constructed with District funds will benefit all acres in the District. Each of the acres of land within the Series 2023A Assessment Area within the District will initially share equally in the benefits/costs bestowed by such improvements and upon sale with entitlements transferred thereto or property is developed and platted the special assessments securing the Series 2023A Bonds will be allocated on a per lot basis, as illustrated in Table 5.

More specifically, the Series 2023A Assessments levied in connection with the Series 2023A Bonds will initially be levied on an equal acreage basis over all acreage within the Series 2023A Assessment Area of the District and then be allocated on a per unit basis as illustrated in Table 5 upon the sale of property with specific entitlements transferred thereto or platting within Phase I and Phase II of District planned for 939 residential lots. The Series 2023A Bonds were sized to correspond to the collection of Series 2023A Assessments from all 939 residential units planned for Phase I and Phase II of the District.

As noted above, if two basic principles are adhered to, Florida law generally allows the District Board some latitude in determining the appropriate methodology to allocate the costs of its NRR Tract CIP to benefiting properties in the District. The two principles are: (1) the properties being assessed must receive a special benefit from the NRR Tract CIP and (2) the assessments allocated to each property must be fairly and reasonably apportioned among the benefiting properties.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units ("ERU"), dwelling units, and acreage. These ERU values equate the benefit received by a stated amount of such land use category to the benefit received by a typical single-family residence. As adopted by the District's Board of Supervisors in the Master Report, the use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in Winter Springs v. State.³ In addition, the ERU methodology is widely used in other similar CDDs.

Table 5 contains the allocation of the District's Series 2023A Project costs, as financed, to the units planned for Phase I and Phase II within the Series 2023A Assessment Area of the District which is anticipated to fully absorb the Series 2023A Assessments. Table 5 becomes important as the land within the Series 2023A Assessment Area of the District is platted, as specific bond debt service assessments will be assigned to the individual units at that time.

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³ City of Winter Springs v. State, 776 So.2d 255 (Fla 2003)



Table 5. Allocation of the Series 2023ABonds

| | | <u>Series</u> | | | |
|-----------------------|--------------|----------------|------------------|----------------|------------------|
| | | 2023APrincipal | Annual | Annual | Annual |
| | Series 2023A | Per Unit | Assessment | Assessment | Assessment |
| Residential Unit Type | Principal | Allocation | Allocation (net) | per Unit (net) | per Unit (gross) |
| Phase 1 | | | | | |
| Villa 33 | \$618,099 | \$7,271.75 | \$47,516 | \$559.01 | \$601.08 |
| Single Family 40 | \$1,075,338 | \$8,814.24 | \$82,665 | \$677.58 | \$728.59 |
| Single Family 50 | \$2,082,365 | \$11,017.80 | \$160,079 | \$846.98 | \$910.73 |
| Single Family 64 | \$1,043,606 | \$14,102.79 | \$80,226 | \$1,084.14 | \$1,165.74 |
| Phase 2 | | | | | |
| Villa 33 | \$618,099 | \$7,271.75 | \$47,516 | \$559.01 | \$601.08 |
| Single Family 40 | \$1,066,523 | \$8,814.24 | \$81,988 | \$677.58 | \$728.59 |
| Single Family 50 | \$2,082,365 | \$11,017.80 | \$160,079 | \$846.98 | \$910.73 |
| Single Family 64 | \$1,043,606 | \$14,102.79 | \$80,226 | \$1,084.14 | \$1,165.74 |
| - | \$9,630,000 | | \$740,295 | | |

Source: PFM Financial Advisors LLC

3.3 True-Up Mechanism

Although the District does not process plats, it does have an important role to play during development. Whenever a parcel's land use and development density and intensity is determined with sufficient certainty, the District must allocate a portion of its debt to the parcel according to the procedures outlined in Section 3.2 above. In addition, the District must also prevent any buildup of debt on land that has not yet been developed. Otherwise, the land could be fully subdivided without all the debt being allocated. To preclude this, a test is conducted when development thresholds are reached within the District. If the development at these thresholds does not cause the debt on the remaining land to increase above a debt "Ceiling Level", then no further action in necessary. However, if the debt on the remaining land does increase, a debt reduction payment ("True Up payment") will be necessary.

As provided for in the Master Methodology, the maximum True-Up payment per ERU is \$86,143.30 (\$217,175,000 / 2,521.1). The ceiling level of debt is established at the time each series of bonds is issued. The District plans to issue \$9,630,000 in Series 2023A Bonds to fund a portion of the Series 2023A Project. Applying the Master Methodology, the True-Up per ERU is \$9,916.02 (\$9,630,000 / 971.2). However, if the property owner can demonstrate to the District sufficient future development densities (consistent with the opinion of the District Engineer), a true-up payment may be suspended at the District's discretion.

⁽¹⁾ Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



4.0 Assessment Roll

Table 6 outlines the bond principal assessment per assessable acre for the District. Legal descriptions of the various lands within the District's Series 2023A Assessment Area are provided in Exhibit A. These descriptions summarize which lands will be assessed to secure the repayment of the District's Series 2023A Bonds is summarized in Table 6. The Series 2023A Assessments shall be paid in not more than thirty (30) annual installments for the Series 2023A Bonds.

Table 6. Assessment Roll

| Legal Descriptions* | <u>Acres</u> | Par Debt | Annual Assessment | Administrative Fees | Gross Annual Assessment (1) |
|---------------------|--------------|-------------|----------------------|---------------------|--------------------------------|
| Phase I & II Legal | 413.48 | \$9,630,000 | \$740,295 | \$55,721 | \$796,016 |
| TOTAL | 413.48 | \$9,630,000 | \$740,295 | \$55,721 | \$796,016 |

Source: PFM Financial Advisors LLC; *See Exhibit A

⁽¹⁾ Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



Exhibit A – Legal Description(s) Phase I and Phase II

DESCRIPTION: NORTH RIVER RANCH ACTIVE ADULT: (Prepared by GeoPoint Surveying, Inc.)

A portion of platted Farms and vacated Right of Ways in Sections 8, 9, 16, and 17, Township 33 South, Range 19 East of the PLAT OF UNIT NO. 1 MANATEE RIVER FARMS, according to the map or plat thereof as recorded in Plat Book 6, Page 45 of the public records of Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the South 1/4 corner of said Section 9; thence along the South line of the Southwest 1/4 of said Section 9, N.89°24'54"W., a distance of 862.65 feet to the **POINT OF BEGINNING**; Said point being located on the West Right of Way line of State Road 43 (also known as US Highway 301) per State of Florida State Road Department Right of Way Map, Section No. 1302-203, dated 9-4-56; thence along said West Right of Way line, S.36°06'00"W., a distance of 1512.08 feet to the North boundary of FF Road as described in Official Records Book 2805, Page 2366 of the Public Records of Manatee County; thence along said North boundary and the North boundary of BELLA LAGO, PHASE I, according to the plat thereof as recorded in Plat Book 66, Pages 166 through 198 of the Public Records of Manatee County, N.89°59'47"W., a distance of 4022.31 feet to the Northwest corner of Tract 509 of said BELLA LAGO, PHASE I; thence continue along the North boundary of said BELLA LAGO, PHASE I the following four (4) courses; (1)S.27°47'42"W., a distance of 1049.93 feet; (2) N.68°30'25"W., a distance of 1332.96 feet; (3) N.00°11'48"E., a distance of 383.27 feet; and (4) N.89°43'20"W., a distance of 719.63 feet to the Northwest corner of said BELLA LAGO, PHASE I; Thence leaving said North boundary, N. 00°35'40"E., a distance of 0.69 feet; Thence 86.54 feet along a non-tangent curve to the right having a radius of 75.00 feet and a central angle of 66°06'47" (chord bearing N.59°05;59"E., 81.82 feet to a point of reverse curvature; thence 115.25 feet along the arc of a curve to the left having a radius of 442.00 feet and a central angle of 14°56'21 (chord bearing N.84°46'42"E., 114.92 feet; thence along a non-tangent line, N. 12°41'28"W., 84.00 feet; thence 44.92 feet along the arc of a nontangent curve to the right having a radius of 358.00 feet and a central angle of 07°11'23" (chord bearing S.80°54'13"W., 44.89 feet) to a point of compound curvature; thence 178.00 feet along the arc of a non-tangent curve to the right having a radius of 92.00 feet and a central angle of 110°51'17" (chord bearing N.04°04'27"W., 151.51 feet) to a point of compound curvature; thence 59.83 feet along the arc of a curve to the right having a radius of 940.00 feet and a central angle of 03°38'49" (chord bearing N.17°10'36"E., 59.82 feet); thence N.19°00'00"E., a distance of 863.03 feet; thence Northerly, 869.35 feet along the arc of a tangent curve to the left having a radius of 1560.00 feet and a central angle of 31°55'47" (chord bearing N.03°02'07"E., 858.15 feet); thence Northerly, 324.96 feet along the arc of a reverse curve to the right having a radius of 1440.00 feet and a central angle of 12°55'47" (chord bearing N.06°27'53"W., 324.27 feet); thence N.00°00'00"E., a distance of 25.05 feet to the South boundary of the lands described in Official Records Book 2716, Page 43 of the Public Records of Manatee County; thence along said South boundary the following six (6) courses; (1) S.89°59'58"E., a distance of 424.47 feet; (2) Northeasterly, 946.51 feet along the arc of a tangent curve to the left having a radius of 1100.00 feet and a central angle of 49°18'03" (chord bearing N.65°21'00"E., 917.58 feet); (3) Easterly, 3768.55 feet along the arc of a reverse curve to the right having a radius of 1990.00 feet and a central angle of 108°30'13" (chord bearing S.85°02'55"E., 3230.14 feet); (4) Southeasterly, 1651.07 feet along the arc of a reverse curve to the left having a radius of 1400.00 feet and a central angle of 67°34'16" (chord bearing S.64°34'56"E., 1557.04 feet); (5) Easterly, 776.14 feet along the arc of a reverse curve to the right having a radius of 1000.00 feet and a central angle of 44°28'10" (chord bearing S.76°07'59"E., 756.80 feet); (6) S.53°53'54"E., a distance of 509.79 feet to the said West Right of Way line of State Road 43 (also known as US Highway 301); thence along said West Right of Way Line, S.36°06'00"W., a distance of 821.67 feet to the **POINT OF BEGINNING**.

Containing 413.481 Acres.

Exhibit C Maturities and Coupon of Series 2023A Bonds

BOND PRICING

North River Ranch Improvement Stewardship District (Manatee County, Florida) Special Assessment Revenue Bonds, Series 2023A (NRR Tract Project) PRICING DATE: November 1, 2023

FINAL PRICING NUMBERS

| | Maturity | | | | | |
|---------------------|------------|------------|-----------|--------|--------|---------|
| Bond Component | Date | CUSIP | Amount | Rate | Yield | Price |
| Term Bond due 2029: | | | | | | |
| | 05/01/2026 | | 115,000 | 5.700% | 5.700% | 100.000 |
| | 05/01/2027 | | 120,000 | 5.700% | 5.700% | 100.000 |
| | 05/01/2028 | | 125,000 | 5.700% | 5.700% | 100.000 |
| | 05/01/2029 | 66200P AJ2 | 135,000 | 5.700% | 5.700% | 100.000 |
| | | | 495,000 | | | |
| Term Bond due 2034: | | | | | | |
| | 05/01/2030 | | 140,000 | 5.850% | 5.850% | 100.000 |
| | 05/01/2031 | | 150,000 | 5.850% | 5.850% | 100.000 |
| | 05/01/2032 | | 160,000 | 5.850% | 5.850% | 100.000 |
| | 05/01/2033 | | 170,000 | 5.850% | 5.850% | 100.000 |
| | 05/01/2034 | 66200P AK9 | 180,000 | 5.850% | 5.850% | 100.000 |
| | | | 800,000 | | | |
| | | | | | | |
| Term Bond due 2044: | 05/01/2035 | | 190,000 | 6.500% | 6.500% | 100.000 |
| | 05/01/2036 | | 205,000 | 6.500% | 6.500% | 100.000 |
| | 05/01/2037 | | 215,000 | 6.500% | 6.500% | 100.000 |
| | 05/01/2038 | | 230,000 | 6.500% | 6.500% | 100.000 |
| | 05/01/2038 | | 245,000 | 6.500% | 6.500% | 100.000 |
| | 05/01/2040 | | 265,000 | 6.500% | 6.500% | 100.000 |
| | 05/01/2040 | | 280,000 | 6.500% | 6.500% | 100.000 |
| | 05/01/2042 | | 300,000 | 6.500% | 6.500% | 100.000 |
| | 05/01/2043 | | 320,000 | 6.500% | 6.500% | 100.000 |
| | 05/01/2044 | 66200P AL7 | 340,000 | 6.500% | 6.500% | 100.000 |
| | ,, | | 2,590,000 | | | |
| Term Bond due 2055: | | | | | | |
| Term Bond due 2000. | 05/01/2045 | | 365,000 | 6.700% | 6.700% | 100.000 |
| | 05/01/2046 | | 390,000 | 6.700% | 6.700% | 100.000 |
| | 05/01/2047 | | 420,000 | 6.700% | 6.700% | 100.000 |
| | 05/01/2048 | | 445,000 | 6.700% | 6.700% | 100.000 |
| | 05/01/2049 | | 480,000 | 6.700% | 6.700% | 100.000 |
| | 05/01/2050 | | 510,000 | 6.700% | 6.700% | 100.000 |
| | 05/01/2051 | | 545,000 | 6.700% | 6.700% | 100.000 |
| | 05/01/2052 | | 585,000 | 6.700% | 6.700% | 100.000 |
| | 05/01/2053 | | 625,000 | 6.700% | 6.700% | 100.000 |
| | 05/01/2054 | | 665,000 | 6.700% | 6.700% | 100.000 |
| | 05/01/2055 | 66200P AM5 | 715,000 | 6.700% | 6.700% | 100.000 |
| | | | 5,745,000 | | | |
| | | | 9,630,000 | | | |
| | | | .,, | | | |

Exhibit D Sources and Uses of Funds for Series 2023A Bonds

SOURCES AND USES OF FUNDS

North River Ranch Improvement Stewardship District
(Manatee County, Florida)
Special Assessment Revenue Bonds, Series 2023A
(NRR Tract Project)
PRICING DATE: November 1, 2023
FINAL PRICING NUMBERS

Dated Date 11/14/2023 Delivery Date 11/14/2023

Sources:

| Bond Proceeds: | |
|--|--------------|
| Par Amount | 9,630,000.00 |
| | 9,630,000.00 |
| Uses: | |
| Project Fund Deposits: | |
| Project Fund | 7,262,689.37 |
| Other Fund Deposits: | |
| Debt Service Reserve Fund @ MADS | 740,295.00 |
| Capitalized Interest Fund thru 11/1/2025 | 1,233,872.11 |
| | 1,974,167.11 |
| Delivery Date Expenses: | |
| Cost of Issuance | 200,543.52 |
| Underwriter's Discount | 192,600.00 |
| | 393,143.52 |
| | 9,630,000.00 |

<u>Exhibit E</u>
Annual Debt Service Payment Due on Series 2023A Bonds

| | | | | 0-1-4 |
|---|-----|---------|-----------|--------------------------|
| Interest Debt Service Debt | I | Coupon | Principal | Period Ending |
| 201 152 11 | | • | | 05 (04 (000 4 |
| 291,452.11 291,452.11 | | | | 05/01/2024 |
| 314,140.00 314,140.00 60 314,140.00 314,140.00 | | | | 11/01/2024 05/01/2025 |
| | | | | 11/01/2025 |
| 314,140.00 314,140.00 62 314,140.00 429,140.00 | | 5.700% | 115 000 | 05/01/2026 |
| 310,862.50 310,862.50 74 | | 5.700% | 115,000 | 11/01/2026 |
| 310,862.50 430,862.50 | | 5.700% | 120,000 | 05/01/2027 |
| 307,442.50 307,442.50 73 | | 3.700% | 120,000 | 11/01/2027 |
| 307,442.50 307,442.50 73 | | 5.700% | 125,000 | 05/01/2028 |
| 303,880.00 303,880.00 73 | | 3.70070 | 113,000 | 11/01/2028 |
| 303,880.00 438,880.00 | | 5.700% | 135,000 | 05/01/2029 |
| 300,032.50 300,032.50 73 | | | , | 11/01/2029 |
| 300,032.50 440,032.50 | | 5.850% | 140,000 | 05/01/2030 |
| 295,937.50 295,937.50 73 | | | - 10,000 | 11/01/2030 |
| 295,937.50 445,937.50 | | 5.850% | 150,000 | 05/01/2031 |
| 291,550.00 291,550.00 73 | 291 | | | 11/01/2031 |
| 291,550.00 451,550.00 | 291 | 5.850% | 160,000 | 05/01/2032 |
| 286,870.00 286,870.00 73 | 286 | | | 11/01/2032 |
| 286,870.00 456,870.00 | 286 | 5.850% | 170,000 | 05/01/2033 |
| 281,897.50 281,897.50 73 | 281 | | | 11/01/2033 |
| 281,897.50 461,897.50 | 281 | 5.850% | 180,000 | 05/01/2034 |
| 276,632.50 276,632.50 73 | 276 | | | 11/01/2034 |
| 276,632.50 466,632.50 | 276 | 6.500% | 190,000 | 05/01/2035 |
| 270,457.50 270,457.50 73 | 270 | | | 11/01/2035 |
| 270,457.50 475,457.50 | 270 | 6.500% | 205,000 | 05/01/2036 |
| 263,795.00 263,795.00 73 | | | | 11/01/2036 |
| 263,795.00 478,795.00 | 263 | 6.500% | 215,000 | 05/01/2037 |
| 256,807.50 256,807.50 73 | | | | 11/01/2037 |
| 256,807.50 486,807.50 | | 6.500% | 230,000 | 05/01/2038 |
| 249,332.50 249,332.50 73 | | | | 1/01/2038 |
| 249,332.50 494,332.50 | | 6.500% | 245,000 | 5/01/2039 |
| 241,370.00 241,370.00 73 | | | | 1/01/2039 |
| 241,370.00 506,370.00 | | 6.500% | 265,000 | 05/01/2040 |
| 232,757.50 232,757.50 73 | | c 5000/ | 200.000 | 11/01/2040 |
| 232,757.50 512,757.50 | | 6.500% | 280,000 | 05/01/2041 |
| 223,657.50 223,657.50 73 | | C F000/ | 200.000 | 11/01/2041 |
| 223,657.50 523,657.50 | | 6.500% | 300,000 | 05/01/2042 |
| 213,907.50 213,907.50 73 | | 6 E000/ | 220,000 | 11/01/2042 |
| 213,907.50 533,907.50 203,507.50 203,507.50 73 | | 6.500% | 320,000 | 05/01/2043 11/01/2043 |
| 203,507.50 203,507.50 73 203,507.50 543,507.50 | | 6.500% | 340,000 | 05/01/2044 |
| 192,457.50 192,457.50 73 | | 0.300% | 340,000 | 11/01/2044 |
| 192,457.50 557,457.50 | | 6.700% | 365,000 | 05/01/2045 |
| 180,230.00 180,230.00 73 | | 0.70070 | 303,000 | 11/01/2045 |
| 180,230.00 180,230.00 73 | | 6.700% | 390,000 | 05/01/2046 |
| 167,165.00 167,165.00 73 | | 0.70070 | 330,000 | 11/01/2046 |
| 167,165.00 587,165.00 | | 6.700% | 420,000 | 05/01/2047 |
| 153,095.00 153,095.00 74 | | | , | 11/01/2047 |
| 153,095.00 598,095.00 | | 6.700% | 445,000 | 05/01/2048 |
| 138,187.50 138,187.50 73 | | | , | 11/01/2048 |
| 138,187.50 618,187.50 | | 6.700% | 480,000 | 05/01/2049 |
| 122,107.50 122,107.50 74 | | | , | 11/01/2049 |
| 122,107.50 632,107.50 | | 6.700% | 510,000 | 05/01/2050 |
| 105,022.50 105,022.50 73 | | | | 11/01/2050 |
| 105,022.50 650,022.50 | | 6.700% | 545,000 | 05/01/2051 |
| 86,765.00 86,765.00 73 | | | | 11/01/2051 |
| 86,765.00 671,765.00 | | 6.700% | 585,000 | 05/01/2052 |
| 67,167.50 67,167.50 73 | | | | 11/01/2052 |
| 07,107.30 07,107.30 73 | | | | |
| 67,167.50 692,167.50 | 67 | 6.700% | 625,000 | 05/01/2053 |

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|------------------|-----------|--------|---------------|---------------|------------------------|
| 05/01/2054 | 665,000 | 6.700% | 46,230.00 | 711,230.00 | |
| 11/01/2054 | | | 23,952.50 | 23,952.50 | 735,182.50 |
| 05/01/2055 | 715,000 | 6.700% | 23,952.50 | 738,952.50 | |
| 11/01/2055 | | | | | 738,952.50 |
| | 9,630,000 | | 13,734,167.11 | 23,364,167.11 | 23,364,167.11 |

North River Ranch Improvement Stewardship District

Resolution 2024-04, Adopting an Amended Budget for FY 2023

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2022/2023, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 17, 2022, the Board of Supervisors ("Board") of the North River Ranch Improvement Stewardship District ("District"), adopted Resolution 2022-22 providing for the adoption of the District's fiscal year 2022/2023 annual budget ("Budget"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapter 189, *Florida Statutes*, and Section 3 of Resolution 2022-22 authorize the Board to amend the Budget; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT:

1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit "A"** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of section 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for fiscal year 2022/2023.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget

for the North River Ranch Improvement Stewardship District for the fiscal year ending September 30, 2023, as amended and adopted by the Board of Supervisors effective November 8, 2023."

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2022, and ending September 30, 2023, the sums set forth below, raised by the levy of special assessments and otherwise, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

| TOTAL GENERAL FUND | \$ |
|--|----|
| DEBT SERVICE FUND – SERIES 2019A-1 & A-2 FIELDSTONE PROJECT | \$ |
| DEBT SERVICE FUND – SERIES 2019A-1 & A-2 MORGANS GLEN PROJECT | \$ |
| DEBT SERVICE FUND – SERIES 2021B | \$ |
| DEBT SERVICE FUND – SERIES 2020A-1 | \$ |
| TOTAL ALL FUNDS | \$ |

- **3. CONFLICTS.** This Resolution is intended to amend, in part, Resolution 2022-22, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2022-22 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
- **4. 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.
- **5. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Introduced, considered favorably, and adopted this 8th day of November, 2023.

| ATTEST: | | NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT | | |
|-------------|-----------------------|--|--|--|
| Secretary/A | ssistant Secretary | Chairman/Vice Chairman | | |
| Exhibit A: | Amended Fiscal Year 2 | 2022/2023 Budget | | |

Exhibit A

Amended Fiscal Year 2022/2023 Budget

[See Attached]

North River Ranch Improvement SD

FY 2023 Proposed Revised Budget

| | Ad | FY 2023 opted Budget | Ac | tual FY 2023 | Re | FY 2023 Proposed vised Budget |
|--|----|-------------------------|----|--------------|----|-------------------------------------|
| Revenues | | | | | | |
| On-Roll Assessments | \$ | 1,082,892.00 | \$ | 1,091,755.30 | \$ | 1,091,755.30 |
| Off-Roll Assessments | | 604,805.00 | | 604,804.78 | | 604,804.78 |
| Developer Contribution | | - | | 155,297.97 | | 155,297.97 |
| Other Income & Other Financing Sources | | - | | 66,368.83 | | 66,368.83 |
| Net Revenues | \$ | 1,687,697.00 | \$ | 1,918,226.88 | \$ | 1,918,226.88 |
| <u>Expenditures</u> | | | | | | |
| General & Administrative Expenses | | | | | | |
| Supervisor Fees | \$ | 12,000.00 | \$ | 12,600.00 | \$ | 12,600.00 |
| POL Insurance | | 14,448.00 | | 7,807.00 | | 7,807.00 |
| Trustee Services | | 22,500.00 | | 30,212.53 | | 30,212.53 |
| District Management | | 70,000.00 | | 70,000.00 | | 70,000.00 |
| Field Management | | 25,000.00 | | 12,500.02 | | 12,500.02 |
| Engineering | | 35,000.00 | | 78,268.81 | | 78,268.81 |
| Disclosure | | 20,000.00 | | 25,000.00 | | 25,000.00 |
| Property Appraiser | | 33,840.00 | | 32,752.66 | | 32,752.66 |
| District Counsel | | 20,000.00 | | 20,063.78 | | 20,063.78 |
| Assessment Administration | | 11,000.00 | | - | | - |
| Reamortization Schedules | | - | | 2,475.00 | | 2,475.00 |
| Audit | | 17,000.00 | | 8,500.00 | | 8,500.00 |
| Arbitrage Calculation | | 3,000.00 | | 1,000.00 | | 1,000.00 |
| Travel and Per Diem | | - | | 2,688.26 | | 2,688.26 |
| Telephone | | 200.00 | | 582.02 | | 582.02 |
| Postage & Shipping | | 500.00 | | 4,555.05 | | 4,555.05 |
| Copies | | - | | 4,062.58 | | 4,062.58 |
| Legal Advertising | | 5,000.00 | | 1,643.99 | | 1,643.99 |
| Bank Fees | | - | | 15.00 | | 15.00 |
| Miscellaneous | | 20,000.00 | | 15,819.61 | | 15,819.61 |
| Office Supplies | | - | | 1,120.17 | | 1,120.17 |
| Property Taxes | | 100.00 | | 245.13 | | 245.13 |
| Web Site Maintenance | | 915.00 | | 4,550.00 | | 4,550.00 |
| Holiday Decorations | | - | | 6,312.50 | | 6,312.50 |
| Dues, Licenses, and Fees | | 775.00 | | 2,060.35 | | 2,060.35 |
| Maintenance Staff | | 58,500.00 | | 40,000.00 | | 40,000.00 |
| Lifestyle Staff | | 138,517.00 | | 74,288.77 | | 74,288.77 |
| Resident Services | | 22,000.00 | | 35,938.16 | | 35,938.16 |
| Total General & Administrative Expenses | \$ | 530,295.00 | \$ | 495,061.39 | \$ | 495,061.39 |

North River Ranch Improvement SD

FY 2023 Proposed Revised Budget

| | Ado | FY 2023 opted Budget | Ac | tual FY 2023 | Re | FY 2023 Proposed vised Budget |
|---|-----|-------------------------|----|--------------|----|-------------------------------------|
| Field Operations | | | | | | |
| Electric | \$ | 50,000.00 | \$ | 4,155.81 | \$ | 4,155.81 |
| Water Reclaimed | | 21,000.00 | | - | | 21,000.00 |
| Wetland Monitoring | | 10,000.00 | | - | | 10,000.00 |
| Stormwater - Repair and Maintenance | | 25,000.00 | | - | | 24,991.14 |
| Wetland Mitigation | | 1,200.00 | | - | | - |
| Equipment Rental | | 8,340.00 | | - | | - |
| General Insurance | | - | | 9,544.00 | | 9,544.00 |
| Property & Casualty Insurance | | 37,414.00 | | 23,234.00 | | 23,234.00 |
| Other Insurance | | - | | 1,752.00 | | 1,752.00 |
| Irrigation | | 18,000.00 | | 99,212.64 | | 99,212.64 |
| Lake Maintenance | | 134,113.00 | | 73,265.00 | | 73,265.00 |
| Landscape Maintenance & Material | | 270,000.00 | | 406,914.86 | | 406,914.86 |
| Landscape Improvements | | 120,000.00 | | 105,018.21 | | 105,018.21 |
| Fertilizer / Pesticides | | - | | 39,953.28 | | 39,953.28 |
| Flower & Plant Replacement | | - | | 875.00 | | 875.00 |
| Contingency | | 10,000.00 | | 58,218.40 | | 58,218.40 |
| Equipment Repair and Maintenance | | 8,400.00 | | 5,902.55 | | 5,902.55 |
| Pest Control | | 35,000.00 | | - | | - |
| Capital Expenditures | | 30,000.00 | | 137,298.56 | | 137,298.56 |
| Street Sweeping | | 26,000.00 | | 25,726.00 | | 25,726.00 |
| Lighting | | 1,000.00 | | 14,616.73 | | 14,616.73 |
| Streetlights - Leasing | | 50,000.00 | | 64,279.68 | | 64,279.68 |
| Shared Bike Maintenance | | 15,000.00 | | - | | - |
| Total Field Operations | \$ | 870,467.00 | \$ | 1,069,966.72 | \$ | 1,125,957.86 |
| Brightwood Pavilion - Amenity | | | | | | |
| Clubhouse Electric | \$ | 12,000.00 | \$ | 14,249.50 | \$ | 14,249.50 |
| Clubhouse Water | | 2,500.00 | | 40,647.72 | | 40,647.72 |
| Clubhouse Phone | | 250.00 | | - | | - |
| Amenity - Cable TV / Internet / Wi-Fi | | 13,000.00 | | 9,666.85 | | 9,666.85 |
| Amenity - Landscape Maintenance | | 50,000.00 | | 41,642.26 | | 41,642.26 |
| Amenity - Irrigation Repairs | | 20,000.00 | | 5,908.28 | | 5,908.28 |
| Amenity - Pool Maintenance | | 10,800.00 | | 12,600.00 | | 12,600.00 |
| Pool equipment | | 1,500.00 | | - | | - |
| Amenity - Exterior Cleaning | | 15,000.00 | | - | | - |
| Amenity - Interior Cleaning | | 17,110.00 | | 18,815.20 | | 18,815.20 |
| Amenity - Pest Control | | 32,000.00 | | 725.00 | | 725.00 |
| Amenity - Fitness Equipment Leasing | | 8,340.00 | | 9,244.50 | | 9,244.50 |
| Amenity - Security Monitoring | | 5,400.00 | | 36,690.92 | | 36,690.92 |
| Firepits | | 6,000.00 | | 1,125.24 | | 1,125.24 |
| Capital outlay | | 2,250.00 | | 2,344.75 | | 2,344.75 |
| Miscellaneous | | 1,025.00 | | 13,910.66 | | 13,910.66 |
| Total Brightwood Pavilion - Amenity Expenses | \$ | 197,175.00 | \$ | 207,570.88 | \$ | 207,570.88 |

North River Ranch Improvement SD

FY 2023 Proposed Revised Budget

| | Ad | FY 2023 opted Budget | Ad | ctual FY 2023 | Re | FY 2023 Proposed vised Budget |
|---|----|-------------------------|----|---------------|----|-------------------------------------|
| Riverfield Verandah - Amenity | | | | | | |
| Clubhouse Electric | \$ | 6,500.00 | \$ | 7,780.44 | \$ | 7,780.44 |
| Clubhouse Water | | 270.00 | | 5,308.16 | | 5,308.16 |
| Amenity - Cable TV / Internet / Wi-Fi | | 9,000.00 | | 9,977.61 | | 9,977.61 |
| Amenity - Landscape Maintenance | | 4,500.00 | | 12,229.08 | | 12,229.08 |
| Amenity - Irrigation Repairs | | - | | 1,091.88 | | 1,091.88 |
| Amenity - Pool Maintenance | | 8,400.00 | | 9,482.00 | | 9,482.00 |
| Pool equipment | | 1,500.00 | | - | | - |
| Amenity - Exterior Cleaning | | 8,244.00 | | - | | - |
| Amenity - Interior Cleaning | | 9,848.00 | | 10,420.11 | | 10,420.11 |
| Amenity - Pest Control | | - | | 320.00 | | 320.00 |
| Amenity - Security Monitoring | | 5,400.00 | | 30,932.14 | | 30,932.14 |
| Gate monitoring | | 32,998.00 | | - | | - |
| Capital outlay | | 2,100.00 | | - | | - |
| Miscellaneous | | 1,000.00 | | 3,674.00 | | 3,674.00 |
| Total Riverfield Verandah - Amenity Expenses | \$ | 89,760.00 | \$ | 91,215.42 | \$ | 91,215.42 |
| Total Expenses | \$ | 1,687,697.00 | \$ | 1,863,814.41 | \$ | 1,919,805.55 |
| Other Income (Expenses) | | | | | | |
| Interest Income | \$ | - | \$ | 1,578.67 | \$ | 1,578.67 |
| Total Other Income (Expenses) | \$ | - | \$ | 1,578.67 | \$ | 1,578.67 |
| Net Income (Loss) | \$ | - | \$ | 55,991.14 | \$ | - |

North River Ranch Improvement Stewardship District

Woodruff & Sons CO No. 8 for Fort Hamer Road 2nd Extension

Change Order

No. ____8

| Date o | of Issuance: | October 19, 2023 | | Effec | tive Date: | November 8, 2023 |
|---------------|-----------------------|-----------------------------------|--------------------|--|------------------|--|
| Project: | Fort Hamer I | Road 2 nd Extension | | orth River Ranch Improve ewardship District | ement | Owner's Contract No.: |
| Contract: | \$10,599,21 | 5.68 | | | | Date of Contract: 3/28/2022 |
| Contracto | or: Woodruff | & Sons | | | | Engineer's Project No.: 215616746 |
| | [2763-P00 | 9] | | | | N. Della Company |
| The Co | ntract Docu | nents are modified as | follows up | on execution of this Cha | nge Order | right allow I also have a way |
| Description | on: | | | | | |
| | Material in | creases of roadway. | | 2 2514 | | e eligible de l'estre de |
| | | | | affilia e duga | | csk re-sen- or re- |
| Attachn | nents: (List do | ocuments supporting ch | ange): | | | same at a life time." y |
| | Woodruff's | POO9 dated 3/20/23 | A | | | and the light of |
| | | | | | | manufacture and the |
| | | | | | | and the state of |
| | | IN CONTRACT PRICE: | | | | ONTRACT TIMES: |
| Original | Contract Price | e: | | Original Contract Times: Substantial completion | | |
| \$ <u>1</u> | 0,599,215.68 | | un de la | Ready for final paymer | nt (days or d | ate): 360 Days |
| | | from previously approv | | No. 1 to No. | 07 | |
| \$ | 682,175.76 | | | Substantial completion Ready for final paymer | | |
| Φ | 662,175.76 | | to a d | Ready for lines paymer | it (days) | (T, H, post 1 () 1 () 1 () |
| Contract | Price prior to | this Change Order: | | Contract Times prior to the Substantial completion | | |
| \$ 1 | 1,281,391.44 | | | Ready for final paymer | | |
| <u> </u> | 1,201,001111 | | g - 1 | a sarat y it a | | had the grant |
| [Increase | e] [Decrease] | of this Change Order: | | [Increase] [Decrease] of substantial completion | | e Order: ate): |
| \$ | 515,064.08 | | lle e | Ready for final payme | nt (days or d | date): |
| Contract | t Price incorp | orating this Change Ord | er: | Contract Times with all a | | • |
| | | | | | | ate): 330 Days (2/21/23) |
| \$ <u>1</u> | 1,796,455.52 | 16 3.48 | 2 11 111 1 | Ready for final payme | nt (days or d | date): 360 Days (3/17/23) |
| RECOM | IMENDED: | | CCEPTED: | agram to a mit. | | CEPTED: Woodruff & Sons Inc |
| RA:E | ingineer (Authori | ze Signature) | | er (Authorized Signature) | By: | Contractor (Authorized Signature) |
| | 0/25/2023 | | ate: | | Date | e: 10-23-2023 |
| | | 1 | end == | 1 - | | 11° |
| | | gency (if applicable): | | d | Date | |
| V:\2156\activ | e\215616746\civil\con | struction_phase_documents\change_ | orders\ft_hamer-2n | d-ext\received\con_nrrisd_ft-hamer-2nd-ex | xt_co-8_515064-0 | 08_material-increases_woodruff_rae_20231019.docx |



Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton Florida 34203 (physical) P.O. Box 10127, Bradenton Florida 34282-0127 (mailing) Tel # 941.756.1871 ~ Fax # 941.755.1379

| OFFICIAL USE ON | ILY |
|-----------------|--------------|
| ☐ Job No: | 2763 |
| Control No: | P009 |
| Log Date: | |
| ☐ Invoice No: | |
| Change Order | 8 [10-19-23] |

Proposal

www.woodruff and sons.com

| To: | North River Ranch Imp. Stewardship District | Contact: | Andy Richardson |
|-------------|---|-----------|--------------------------|
| Address: | Address: 12051 Corporate Boulevard | | 941-724-2819 |
| | Orlando, FL. 32817 | Email: | arichardson@nealland.com |
| Project Na | ne: Ft. Hamer 2nd Extension | Bid No: | P21-075 |
| Project Loc | ation: Manatee County, Parrish, FL. | Bid Date: | Friday, November 5, 2021 |

| Item # | Item Description: Est | timated Quantity | Unit | Unit Price | Total Price |
|--------|--|------------------|-----------|--------------------|------------------|
| | This is a Change Order Request For Price Increases | Of Roadway | | | |
| 1. | F Curb Price Increase | 7,794.00 | lf | \$8.52 | \$ 66,404.88 |
| 2. | D Curb Price Increase | 5,363.00 | lf | \$8.46 | \$ 45,370.98 |
| 3. | D Curb Truck Apron Price Increase | 311.00 | lf | \$10.51 | \$ 3,268.61 |
| 4. | RA Curb Price Increase | 118.00 | lf | \$7.00 | \$ 826.00 |
| 5. | P6 Tie In Price Increase | 1.00 | ea | \$45.00 | \$ 45.00 |
| 6. | Type 1 Inlet Tie In Price Increase | 33.00 | ea | \$195.00 | \$ 6,435.00 |
| 7. | 5' Walk Price Increase | 3,580.00 | lf | \$9.90 | \$ 35,442.00 |
| 8. | 6' Walk Price Increase | 192.00 | lf | \$11.88 | \$ 2,280.96 |
| 9. | 8' Walk Price Increase | 1,156.00 | lf | \$15.84 | \$ 18,311.04 |
| 10. | 10' Walk Price Increase | 4,335.00 | 1f | \$19.80 | \$ 85,833.00 |
| 11. | Handicap Ramp Price Increase | 18.00 | ea | \$183.00 | \$ 3,294.00 |
| 12. | Detectable Warning Price Increase | 320.00 | sf | \$12.50 | \$ 4,000.00 |
| 13. | Bike Ramp Price Increase | 4.00 | ea | \$210.00 | \$ 840.00 |
| 14. | 12" truck Apron Price Increase | 3,067.00 | sf | \$6.68 | \$ 20,487.56 |
| 15. | 6" Lift Station Drive Price Increase | 1,680.00 | sf | \$1.75 | \$ 2,940.00 |
| 16. | Pump Truck If Required | 4.00 | ea | \$1,200.00 | \$ 4,800.00 |
| 17. | 1" Type FC-9.5 Friction Course Price Increase | 28,580.00 | sy | \$2.65 | \$ 75,737.00 |
| 18. | 2.5" Type SP-12.5 Surface Course Price Increas | se 15,128.00 | sy | \$5.60 | \$ 84,716.80 |
| 19. | 2" Type SP-12.5 Surface Course Price Increase | 9,309.00 | sy | \$5.10 | \$ 47,475.90 |
| 20. | 1" Milling Price Increase | 4,143.00 | sy | \$0.45 | \$ 1,864.35 |
| 21. | Bond Increase | 1.00 | ls | \$4,691.00 | \$ 4,691.00 |
| | | | otal Pric | e for above Items: | \$ 515,064.08 |
| | | | | Total Bid Price: | \$ 515,064.08 |

Notes:

- Prices may be withdrawn, if not accepted within 45 days as of the date of this proposal.
- This proposal does not require additional days.
- This proposal includes material and labor.
- This proposal does not includes any additional fuel surcharges.
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal.

Payment Terms: Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.



Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton Florida 34203 (physical) P.O. Box 10127, Bradenton Florida 34282-0127 (mailing) Tel # 941.756.1871 \sim Fax # 941.755.1379

www.woodruffandsons.com

| Pro | posal |
|-----------------|--------------|
| OFFICIAL USE OF | NLY |
| Job No: | 2763 |
| Control No: | P009 |
| Log Date: | |
| Invoice No: | |
| _ ~ ~ . | 0.540.40.003 |

| | | | Change Order 8 [10-19-23] |
|---|--------------------|-----------|---------------------------|
| To: North River Ranch Imp. Stewardship District | | Contact: | Andy Richardson |
| Address: 12051 Corporate Boulevard | | Tel No: | 941-724-2819 |
| Orlando, FL. 32817 | | Email: | arichardson@nealland.com |
| Project Name: Ft. Hamer 2nd Extension | | Bid No: | P21-075 |
| Project Location: Manatee County, Parrish, FL. | | Bid Date: | Friday, November 5, 2021 |
| | | | |
| Item # Item Description: | Estimated Quantity | Unit | Unit Price Total Price |
| | | | |
| ACCEPTED: | CONFIRMED: | | |

| ACCEPTED: | CONFIRMED: |
|---|---|
| The above prices, specifications and conditions are satisfactory and hereby accepted. | |
| Buyer: | Woodruff & Sons, Inc. |
| | |
| Signature: | Authorized Signature: |
| Printed Name: | Donald P. Woodruff, President |
| Date of Acceptance: | Estimator: Scott Russell (scottr@woodruffandsons.com) |
| | |

FH2E - Woodruff Price Increase CO

| Line Item | Unit price increase | Contract price |
|---|---------------------|----------------|
| F Curb Price Increase | 8.52 | 16.75 |
| D Curb Price Increase | 8.46 | 13.78 |
| D Curb Truck Apron Price Increase | 10.51 | |
| RA Curb Price Increase | 7 | 27.58 |
| P6 Tie In Price Increase | 45 | |
| Type 1 Inlet Tie In Price Increase | 195 | |
| 5' Walk Price Increase | 9.9 | 21.02 |
| 6' Walk Price Increase | 11.88 | 24.97 |
| 8' Walk Price Increase | 15.84 | 32.79 |
| 10' Walk Price Increase | 19.8 | 40.84 |
| Handicap Ramp Price Increase | 183 | 1864.38 |
| Detectable Warning Price Increase | 12.5 | |
| Bike Ramp Price Increase | 210 | 768.85 |
| 12" truck Apron Price Increase | 6.68 | 79.97 |
| 6" Lift Station Drive Price Increase | 1.75 | |
| Pump Truck If Required | 1200 | |
| 1" Type FC-9.5 Friction Course Price Increase | 2.65 | 7.53 |
| 2.5" Type SP-12.5 Surface Course Price Increase | 5.6 | 13.91 |
| 2" Type SP-12.5 Surface Course Price Increase | 5.1 | 11.55 |
| 1" Milling Price Increase | 0.45 | |
| Bond Increase | 4691 | |

| Total new price | Notes | % Increase |
|-----------------|--------------------------------|------------|
| 25.27 | | 50.87 |
| 22.24 | | 61.39 |
| 10.51 | part of curb - can't calculate | |
| 34.58 | | 25.38 |
| 45 | can't parse out | |
| 195 | can't parse out | |
| 30.92 | | 47.10 |
| 36.85 | | 47.58 |
| 48.63 | | 48.31 |
| 60.64 | | 48.48 |
| 2047.38 | | 9.82 |
| 12.5 | can't parse out | |
| 978.85 | | 27.31 |
| 86.65 | | 8.35 |
| 1.75 | can't parse out | |
| 1200 | can't parse out | |
| 10.18 | | 35.19 |
| 19.51 | | 40.26 |
| 16.65 | | 44.16 |
| 0.45 | can't parse out | |
| 4691 | can't parse out | |

North River Ranch Improvement Stewardship District

Welch Tennis Courts
Pickleball Court Proposal

Welch Tennis Courts, Inc.

World's Largest Builder of Fast Dry Courts



Construction - Resurfacing - Lighting - Accessories

USTA - USPTA ASBA - TIY

ALL-WEATHER (ASPHALT) PICKLEBALL COURT CONSTRUCTION PROPOSAL

Welch Tennis Courts, Inc. (hereinafter referred to as the "Contractor") proposes to furnish the labor, materials, equipment, and services necessary to construct three (3) All-Weather Pickleball Courts at North River Ranch Amenity Center in Lakewood Ranch, Florida. In accordance with, and subject to, the terms, conditions and specifications set forth below, the work is referred to in this proposal as the "Project."

1. **CONSTRUCTION REQUIREMENTS**: The Owner shall be responsible for determining the physical location of the courts, assuring that the plans and the work described in this proposal comply with all applicable zoning requirements and deed restrictions including, but not limited to, all applicable set-back requirements. The Owner shall be solely responsible for the suitability of the project site and the constructability of the Project upon the property.

This proposal includes an allowance for permits, fees, engineering costs and related acquisition costs; costs more than this allowance shall be reimbursed by the Owner to the Contractor. The Owner shall be responsible for providing the Contractor an onsite dumpster during the Project.

The Contractor shall provide the required contractor licensing to complete the Project, along with general liability and workers' compensation insurance. If a waiver of subrogation is required by the Owner, an additional charge of \$250.00 will be added to the contract price. If the Owner requires bonding in the form of payment and performance bonds or insurance more than the limits of liability coverage usually carried by Contractor such additional coverage and bonding will be provided to the Owner at the Contractor's cost.

- 2. **SITE PREPARATION**: Site preparation, including clearing, grubbing, tree and stump removal, debris removal and rock removal, is *not* included in the price of this proposal. If large rocks, tree roots, tree stumps, debris, or other impediments to routine grading of the site are encountered, the Owner shall be responsible for the cost of removing them. If extra fill material is required to achieve the desired finished elevation of the courts, the costs of furnishing such additional fill material, as is needed, shall be borne by the Owner. Grading shall be done to a tolerance of plus or minus one (1) inch of the final sub-grade elevation. Rate and direction of slope shall be one (1) inch in ten (10) feet all in one plane. A compaction of 95% (Modified Proctor) is required and the soil shall be free of all roots and vegetation.
- 3. **COURT CONSTRUCTION**: The Contractor shall construct three (3) all-weather pickleball courts, in a battery measuring 102 feet by 64 feet.
 - a. Base: The base shall consist of six (6) inches of base material topped with one and one-half (1½) inches of compacted asphalt hot mix. Welch Tennis Courts, Inc. cannot guarantee that the asphalt hot mix and/or base material will be free of all impurities (iron, clay balls, wood bits and deleterious material). These materials can be present in the materials received from our suppliers.

The presence of such deleterious materials can result in discoloration of the surface and/or raised bumps in the court surface.

- b. Surface: After the asphalt has properly cured, a fiberglass membrane shall be installed to extend the life of the courts. Two (2) filler coats of Deco Acrylic Resurfacer material shall be applied to the entire court surface, followed by two (2) full coats of Deco Color MP. The courts shall be the Owner's choice of standard colors. No "birdbath" deeper than 1/16 of an inch shall exist after flooding the courts and allowing one hour of time to elapse at a temperature of at least at 70 degrees Fahrenheit (21 degrees Celsius) in sunlight.
- c. Court Completion: Regulation playing lines shall be striped using masking tape and white line paint. Permanent external-wind net posts with WTC pickleball nets shall be installed.
- 4. **FENCING**: The Contractor shall provide and install approximately 332 lineal feet of eight-foot-high and approximately 108 lineal feet of four-foot-high black vinyl fencing.
 - a. All terminal posts shall be 3-inch and all line posts will be 2½-inch PC-40 Ameristar Permacoat pipe and top rail will be 15/8-inch PC-20 Ameristar Permacoat pipe.
 - b. All Ameristar Permacoat posts and top rail are high tensile steel, galvanized inside and out with pure zinc. The pipe is then electrostatically powder coated with polyester to provide a superior color coat finish. All fittings are PVC coated.
 - c. Fence fabric will be 2-inch #8-gauge vinyl mesh.
 - d. Bottom tension wire will be installed on all fencing.
 - e. Two (2) walk gates will be provided.
- 5. **WINDSCREEN CURTAINS**: The Contractor shall provide and install six-foot-high open mesh polyester windscreen curtains (WTC Premium) on all eight-foot-high fencing.
- 6. **COURT EQUIPMENT**: The Contractor shall provide the following, three (3) Aluminum Court Number Signs, three (3) Clean Court Units and one (1) Court Sponge Unit.
- 7. **CONTRACT PRICE:** The Contractor shall complete the Project described above for the following contract prices:

| PICKLEBALL COURTS (3) | \$1 | 12,830.00 |
|--|-----|-----------|
| WINDSCREENS | \$ | 4,810.00 |
| COURT EQUIPMENT | \$ | 540.00 |
| ALLOWANCE FOR PERMITS/FEES/ENGINEERING | \$ | 2,300.00 |
| TOTAL | \$1 | 20,480.00 |

OPTION: WINDSCREEN LOGO (4' x 6' Single Color) \$590.00/Each _____ Initials

8. **PAYMENT TERMS**: Contract amount shall be billed based on AIA Progress Payments and Schedule of Values. **NOTE**: Payment of Contractor's invoices is due upon receipt of the invoice by the Owner. Late charges, at the rate of 1½% per month (18% per annum maximum) shall begin to accrue on any unpaid invoice balance, beginning thirty (30) days after the invoice date. Welch Tennis Courts, Inc. reserves the right to stop work in the event of non-payment.

- 9. **ESCALATION CLAUSE:** If, between the time this agreement is prepared and the date the Project described herein is completed, there is an increase in the cost of materials, equipment, transportation or energy, the prices specified herein shall be adjusted by written change order modifying this agreement.
- 10. BUILDING REQUIREMENTS. The Owner shall provide access to the site for tractor-trailers and other vehicles with a weight more than twenty tons; provide staked corners for the courts; provide an area adjacent to the site for storing and preparing materials. The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations (e.g., damage to sod, landscaping, sprinkler lines, sidewalks, pavement, etc.).

The Owner shall notify, locate, and mark for the Contractor, prior to commencement of the Project, any water, sewer, electrical or other conduits, which are located at the courts beneath the ground surface or otherwise obstructed from view, and in the absence of such notice, the Contractor shall not be held liable for any damages to conduits during the Project.

The Owner shall provide an onsite dumpster for the Contractor's use during the Project. In the event the Owner is unable to or would like the Contractor to provide the dumpster, the Contractor shall coordinate the delivery of a dumpster for the jobsite. The costs for the dumpster, including but not limited to pick-up, delivery, monthly/weekly fees, and dump charges, shall be the responsibility of the Owner.

The Owner shall also be responsible for sodding (or other suitable provisions for preventing erosion) around the perimeter of the courts. If sod is used, it should be placed approximately one inch below the surface level of the courts to allow for adequate court drainage.

- 11. **WARRANTY**: Welch Tennis Courts, Inc. shall warranty the completed Project to be free of significant defects in workmanship and materials for a period of one (1) year. The warranty shall commence on the date of completion, but will not be enforceable, unless payment is made in the full amount of the executed contract, including change orders and late payment fees (if applicable). **Cracking in court surface is not warranted.**
- 12. **BINDING CONTRACT:** This agreement and all its terms and conditions shall be binding upon the parties to this agreement and upon the personal representatives, executors, administrators, heirs, and successors, and assigns of either party.
- 13. **ATTORNEY'S FEES; COSTS OF COLLECTION; VENUE**: If a dispute arises out of this agreement, and a civil action is brought by either party to resolve the dispute, then, in such event, the prevailing party, as determined by the Court hearing the matter, shall be entitled to recover its court costs, including reasonable attorney's fees, from the non-prevailing party. If any sums invoiced by Contractor under this agreement are not paid when due, and suit is brought to enforce this agreement or to recover payment of any balances due and owing by the Owner under this agreement, Contractor shall be entitled to recover its costs of collection, including reasonable attorney's fees, regardless of whether suit is brought or not. Any action to enforce this contract or any action arising from this contract (which does not include an action to enforce a construction lien under Chapter 713 of the Florida Statutes) shall be brought only in a court of competent jurisdiction in Hillsborough County, Florida.

- 14. **TIME FOR ACCEPTANCE OF PROPOSAL**: This proposal and the prices set forth herein shall be valid for only 30 days from the date of this proposal, and must be accepted within such time, unless the Contractor agrees in writing to extend the time for acceptance. Acceptance of this proposal by the Owner shall give rise to a binding and enforceable contract.
- 15. **ENTIRE AGREEMENT/CHANGES TO AGREEMENT:** This proposal, once accepted by the Owner, sets forth the entire agreement between the parties, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this proposal/agreement by the Owner are deemed to have merged into this agreement. This agreement may *not* be modified or amended, except in writing, which is signed by all parties to this agreement.

| SA | ١L | ES | REP | RES | SEN | TA | TIVE: |
|----|----|----|-----|-----|-----|----|-------|
|----|----|----|-----|-----|-----|----|-------|

David Golightly

| ACCEPTED BY: | | |
|-----------------------------|----------|-------|
| | _(OWNER) | DATE: |
| Type/Print Name & Title | _ | |
| Accepted and approved by: | | |
| WELCH TENNIS COURTS | S, INC. | |
| George Todd, Jr., President | _ | DATE: |

ADDENDUM #1

This addendum shall become part of the contract documents and shall supersede any verbal or written agreements between Welch Tennis Courts, Inc. and the Owner. Modification of this addendum shall only occur by an executed change order.

| Customer Name: Project Address: | | | |
|---|---------------------------|-------------------------|----------------------------|
| Project Address: | | | |
| J | | Billing Address: | |
| | | | |
| | | | |
| Primary Contact: | - | Accts Payable Contact: | |
| Name: | | Name: | |
| Phone Number: | | Phone Number: | |
| Email Address: | | Email Address: | |
| ********* | ****** | ****** | ******* |
| Color Selection: Green | Black | N/A | Other |
| Lighting Cabana Frames | | | |
| Cabana Canvas 🔲 | | | |
| Net Posts Windscreens | H | \sqcup | П |
| ********** | ****** | — ******* | ******* |
| | Hard Court Contro | acts Only | |
| Deco Colors: | | | |
| Exterior Color | <u>Interior Color</u> | | Pickleball Line Color |
| Light Blue | Light Blue | | Black |
| Dark Blue | Dark Blue | | Blue |
| Light Green | Light Green | | Green |
| Medium Green | ☐ Medium Green | 1 | Orange |
| Dark Green | ☐ Dark Green | | Red |
| Gray | ☐ Gray | | ☐ White |
| Red | Red | | Yellow |
| Adobe Tan* | ☐ Adobe Tan* | | |
| ☐ Tour Purple* | ☐ Tour Purple* | | |
| *Premium Court Color Additional Cha | rges Apply | | |
| By signing below the Owner is authorizing information is accurate and true. | Welch Tennis Courts, Inc. | to proceed with the sel | ections above and that all |
| Signature) | | (Date) | |

(Print Name)

North River Ranch Improvement Stewardship District

Money Marker Deposit Authorization Form F-2004.1-1.

U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET DEPOSIT ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-

bearing money market deposit account designed to meet the needs of U.S. Bank's Global Corporate Trust

and its customers. Selection of this investment includes authorization to place funds on deposit and invest

with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This

method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily

and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be

tiered by customer deposit amount.

The owner of the account is U.S. Bank, U.S. Bank Trust National Association or U.S. Bank Trust Company,

National Association (as applicable) (the U.S. Bank Entities) as agent for its Global Corporate Trust

customers. The U.S. Bank Entities perform all account deposits and withdrawals. Deposit accounts are

FDIC-insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

THE U.S. BANK ENTITIES WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, ARE NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE

SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT

ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR INVESTMENT ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary as may be authorized under the governing

agreement, the applicable U.S. Bank Entity is hereby directed to invest and reinvest proceeds and other

available moneys in the U.S. Bank Money Market Deposit Account. Customer confirms that the U.S. Bank

Money Market Deposit Account is a permitted investment under the governing agreement and this

authorization is the permanent direction for investment of the moneys until the applicable U.S. Bank Entity

Title / Date

is notified in writing of alternate instructions.

North River Ranch CDD 2023A (Tract Project)

Company Name Signature of Authorized Directing Party

256406000

Account Number – includes existing

and future sub-accounts unless otherwise directed

Form 2004.1-1 U.S. Bank Money Market Deposit Account (MMDA) eff. 7/16/2019; revised 1/1/22

U.S. Bank Confidential

North River Ranch Improvement Stewardship District

United Rentals
Trailer Rental Proposal



RENTAL QUOTE

BRANCH AH3 1850 SATURN BLVD ORLANDO FL 32837-9416 407-251-2800 407-251-4774 FAX

NEW 12X60 WACHULA RD

PARRISH FL 34219

Office: 941-376-8496

NRR ISD 5824 Lakewood Ranch Blvd Sarasota, FL 34240

NRR ISD- O and M # 226358982

Customer # : 6744488 Quote Date

: 10/25/23 : 12/04/23 Estimated Out 11:26 AM Estimated In : 01/01/24 11:26 AM UR Job Loc : WACHULA RD, PARRISH

UR Job # Customer Job ID: P.O. # : TBD

Ordered By : NORTH RIVER RANCH IM Written By : DAVID MACMILLAN : DAVID MACMILLAN Salesperson

This is not an invoice Please do not pay from this document

| | ITEMS: Equipment | Description | Minimum | Day | Week | 4 Week | Estimated Amt |
|--------|---------------------|---|----------------|----------|------------|-------------|---------------|
| 1 | 9220090 | OFFICE TRAILER 12X60 W/RR | | | | 1,500.00 | 1,500.00 |
| 2 | 922/1000 | OFFICE TRAILER STEPS | | | | 63.00 | 126.00 |
| 1 | 600/2485 | WASTE HOLDING TANK | | | | 23.10 | 23.10 |
| 1 | 075/2080 | SERVICE - WASTE TANK 1X WEEKLY | | | | 315.00 | 315.00 |
| CATEC/ | MISCELLANEO | IIC TTEMO. | | | Rental | Subtotal: | 1,964.10 |
| , | y <u>Item</u> | US IIEMS. | | Price | Unit o | f Measure _ | Extended Amt. |
| | | RENTAL CONTRACT BLOCK LEVEL AND ANCHOR | [DELIVERY/MCI] | 1550.000 | EACH | | 1,550.00 |
| | | N RENTAL CONTRACT MOVA ANCHORS AND PIERS | [PICKUP/MCI] | 1200.000 | EACH | | 1,200.00 |
| | 1 ENVIRONM | ENTAL SERVICE CHARGE | [ENV/MCI] | | EACH | | N/C |
| | | | | | Sales/Misc | Subtotal: | 2,750.00 |
| | | | | | Agreement | t Total: | 4714.10 |
| | | | | | 1 | | 1 |

COMMENTS/NOTES:

CONTACT: NORTH RIVER RANCH IMPROVEM DLV/PKU LOC SELECTED BY MAP PIN OPTION

> Pricing does not include applicable sales tax. A tax Exempt certificate must be submitted and approved, to remove tax from the final order.

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

North River Ranch Improvement Stewardship District

Field Report



352-602-4803

Email: PFMFieldservices@TRIADassocmgmt.com

Title: North River Ranch- October



Phone:

Brightwood Pavilion



Fire Pit Area

Work Order# 3203 for dying bushes around palm tree. Sunrise has been contacted and Charles advised to pull the bushes and put mulch.

Work Order # 3343 for a light pulled out from the ground. Bryan was notified and asked if he could put it back in.

Work Order # 3344 for a cut irrigation line. Sunrise was notified and advised they would have it fixed on 10/24/2023









Phone: 352-602-4803

Email: PFMFieldservices@TRIADassocmgmt.com

Title: North River Ranch- October



Brightwood Pool Area

Work order # 1398 for dying grass. Proposal has been approved to add new grass.

Work Order # 1403 for stained tile in the bathroom. Original vendor has been contacted and requested a proposal.

Work order # 1750 for adding metal brackets to magetic locks. Bryan will be adding the brackets.



Brightwood Pool



Brightwood Pool



Brightwood Game Room

Work order # 1199 for broken window. New glass has been ordered.



352-602-4803

Company: PFM Field Services **Email:** PFMFieldservices@TRIADassocmgmt.com

Title: North River Ranch- October





Phone:





Brightwood Playground

Playground equipment has been installed.





Work Order # 2154 for playground Maintence.

Proposal has been recived from one vendorl. Andy is contacting another vendor.

Work order # 3176 for a broken piece off of a bench. Proposal has been approved and new part has been ordered.







Contact: Nova Hicks

352-602-4803

Company: PFM Field Services **Email:** PFMFieldservices@TRIADassocmgmt.com

Title: North River Ranch- October

(13)



Phone:

Pond

(14)



Pond

(15)



Pond

(16)



Fit Pod



Contact: Nova Hicks

352-602-4803 Phone:

Company: PFM Field Services **Email:** PFMFieldservices@TRIADassocmgmt.com

Title: North River Ranch- October





Soccer Field

(18)



(19)



Pond

(20)





352-602-4803

Email: PFMFieldservices@TRIADassocmgmt.com

Title: North River Ranch- October

(21)



Phone:

(22)



Riverfield Verandah

(23)



Work Order # 1368 for cushion cleaning.

Original installer has been contacted to replace cushions. Cushion cleaning proposal has been approved, waiting on scheduling date from vendor.

Work Order # 1512 for mulch under bushes. Requested a revised proposal from vendor.

Work Order# 3394 for dead Annuals. Sunrise has been contacted.

(24)



Work order # 1514 for replacing plants. Proposal has been approved and sunrise has been notified.

Work Order # 3254 for dying plants.
Sunrise has got a count of plants and will be replacing.



Contact: Nova Hicks

352-602-4803

Company: PFM Field Services **Email:** PFMFieldservices@TRIADassocmgmt.com

Title: North River Ranch- October





Phone:

Riverfield Verandah Pool

(26)



Pond

(27)









352-602-4803

Email: PFMFieldservices@TRIADassocmgmt.com **Title:** North River Ranch- October

(29)



Phone:

(30)



(31)



(32)



Work Order #3258 For gate not shutting at Riverfield Townhomes. Andy is contacting he Vendor.



Phone: 352-602-4803 **Email:** PFMFieldservices@TRIADassocmgmt.com

Title: North River Ranch- October





Garbage build up. HOA is in contact with the homeowner who put it there.





Riverfield Townhome Playground





(36)





352-602-4803

 $\textbf{Email:} \ \ \mathsf{PFMFieldservices@TRIADassocmgmt.com}$

Title: North River Ranch- October





Phone:

(38)



(39)



Dog Park

(40)



Work Order# 3295 for dog park gate not shutting. Bryan has contacted the Vendor and is scheduled to have it fixed on 10/26/2023



Contact: Nova Hicks

352-602-4803

Company: PFM Field Services **Email:** PFMFieldservices@TRIADassocmgmt.com

Title: North River Ranch- October

(41)



Phone:





North River Ranch Improvement Stewardship District

Lifestyle Report





Monthly Summary Report October 2023



Submitted by:

Crystal Scherer, Lifestyle Director Alex Murphy, Senior Regional Director

PROGRAMMING

Litter Pluck & Food Trucks



Upholding our commitment to Keep Manatee Beautiful we hosted a competition of who could collect the most trash - Winner received a free dessert from one of the food trucks.

Fall Candle Workshop



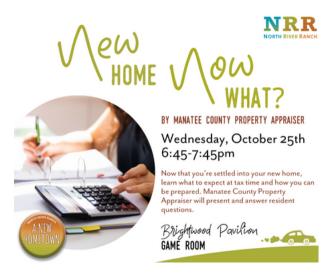
Residents gathered at Riverfield Verandah with a local candle maker and chose a fall scent to craft their own candle!

Halloween Fun Day



Spooky Celebration with Trick or Treating, Costume Contest, Most Spooktacular Golf Cart Contest & Parade, Face Painting, Bounce Houses, Petting Zoo, Hay Maze & more!

New Home, Now What?



By resident request we coordinated the Manatee Property Appraiser to present to New Home Owners and answer questions as they prepare to receive property tax bills.



EVENTS & PROGRAMMING

| PROGRAM | DATE | ATTENDANCE |
|---------------------------------------|--|---------------------|
| Fitness Classes & Yoga | 4x /Week & Monthly 1st Sunday Yoga | Average 5 attendees |
| SPLASH Swim Program | Varied - Ended Mid October for Season | 5 attendees |
| NRR Connects | Wednesdays 8:00-9:30am | ~5 attendees |
| Game Nights (BINGO, TRIVIA) | Friday, October 6th & 27th 6:00-8:00pm | ~10 attendees |
| Litter Pluck & Food Trucks | Friday, October 13th 5:00-8:00pm | ~75 attendees |
| Fall Candle Workshop | Thursday October 19th 6:30-8:00pm | 4 attendees |
| Fire Friday & Food Truck | Friday, October 20th 5:00-8:00pm | ~75 attendees |
| Halloween Fun Day | Saturday, October 21st 4:00-7:00pm | ~450 attendees |
| New Home, Now What? | Wednesday, October 25th 6:45-7:45pm | 6 attendees |
| Halloween HIIT (Fitness Pop Up Class) | Tuesday, October 31st 10:00-11:00am | 5 attendees |



EVENTS & PROGRAMMING HIGHLIGHTS





FEEDBACK

| POSITIVE OR NEGATIVE | COMMENT | ACTION TAKEN |
|----------------------|--|---|
| POSITIVE | "Great job to those who put on the Halloween festival today! We don't even have little kids anymore, but we enjoyed it too! - Melissa Buckley Kaule (Resident) | N/A |
| POSITIVE | "We appreciate all of the hard work, time & effort that goes into planning these events. Halloween Parade was awesome! Thank you to all those involved." -Jennifer Lynn (Resident) | N/A |
| NEGATIVE | "Any update on the bicycles since our email exchange on 9/18? I I tried to rent one at Brightwood last week. There are 2 bicycles in the rack and neither of them would unlock? It's not much better at the Veranda." - Patrick Heslin (Resident) | To resident: "We were researching and trying to determine the most costeffective maintenance program and decided yesterday which we will be moving forward with. The new bikes have been built but there were a few that had damaged parts. Once those are received, the new bikes will be on site. Jake and Bryan continue to check the bikes weekly and I sent a monthly report of all of the maintenance reports that are logged by residents through the Movatic system to Bryan (last sent last week). " Emailed Bryan to check bikes and see if we could swap out for any working bikes. |



REQUESTS

| REQUEST | JUSTIFICATION |
|------------------------------------|---|
| Bike Quarterly Maintenance | As the bikes are used and more are incoming, quarterly maintenance needs to be implemented to ensure safety. |
| Playground Quarterly Maintenance | Quarterly maintenance needs to be implemented to ensure safety. |
| A/C Quarterly Maintenance | Fitness Center A/C was broken for a week and tech recommended we schedule regular maintenance to avoid such issues in the future. |
| Clean Riverfield Verandah Cushions | These are dirty from weather and use. The attempt to power wash did not have optimal results so district is researching cleaning options. |
| Large Battery Operated Fans | To be used at Brightwood FitPod to provide safer environment for the fitness classes that take place in direct sunlight due to no shade structure. |
| Squat Rack with Plates | We have a very active neighborhood and a fitness center that is heavily used. Residents have recently been requesting we invest in more equipment. A squat rack with plates is a versatile training tool for every level. |



FORECAST

| DESCRIPTION OF UPCOMING PROGRAM OR EVENT | DATE(S) |
|---|-------------------------------------|
| Fitness Circuit Classes: Zumba, Circuit, Pilates, Yoga | Monday - Thursday 6-7pm; 1st Sunday |
| NRR Connects: Networking with Coffee & Smoothie Trucks | Wednesdays 7:30-10am |
| NRR Clubs: Resident Social Clubs including Soccer, Book, Football, Frisbee, Moms and Homeschool | Varies |
| Game Nights: BINGO, Sports themed Trivia & Food Trucks | 11/10 & 11/24 6-8pm |
| Tons of Fun Touch a Truck | 11/4 11am-2pm |
| Ornament Workshop | 11/16 6:30-8pm |
| Fire Friday (Ages 21+ only allowed at Brightwood Fire Pits) & Food Truck | 11/17 5-8pm |
| Community Camp Out: Sidewalk Science Center, Movie, Food Trucks | 11/18 - 11/19 4pm-10am |
| Turkey Tabata (Fitness Pop Up) | 11/21 10-11am |
| Field Day with Soccer, Flag Football and Kickball | 11/25 10am-1pm |
| New Resident Orientation & Parrish Fire Dept: "Community Safety" Presentation | 11/29 6-8pm |

| CURRENT ACTION ITEMS | STATUS | |
|---|-------------|--|
| Planning Nov-Dec events & programming, including signature events (Touch a Truck, Winterfest, Trail Run 5k) | In Progress | |



THANK YOU.



