TERN BAY COMMUNITY DEVELOPMENT DISTRICT



MEETING AGENDA

AUGUST 5, 2025

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 N.E. 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

TERN BAY COMMUNITY DEVELOPMENT DISTRICT

July 29, 2025

Board of Supervisors

Tern Bay Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Tern Bay Community Development District will be held on Tuesday, August 5, 2025, at 10:00 A.M. at the Heritage Landing Golf & Country Club, Clubhouse, 14601 Heritage Landing Boulevard, Punta Gorda, Florida 33955.

The following Webex link and telephone number are provided to join/watch the meeting. https://districts.webex.com/districts/j.php?MTID=m7504f97a0396d952413a115b5b917a3d

Access Code: 2337 242 6623, Event password: Jpward

Or phone: 408-418-9388 access code 2337 242 6623, password: Jpward to join the meeting.

The Public is provided two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.

Agenda

- 1. Call to Order & Roll Call.
- 2. Consideration of Minutes:
 - I. July 11, 2025 Regular Meeting.
- 3. Discussion and Presentations on Guardhouse Operations options.
 - I. Proptia Presentation: <u>Recorded Demo All Modules</u> (tap link for video)

 Vendor Informational Brochures (included in PDF)

PLEASE NOTE THAT YOU MUST JOIN THE MEETING BY WEBEX IN ORDER TO VIEW THE PRESENTATION, AS WEBEX WILL BE USED FOR THE PRESENTATION.

BOARD MEMBERS - YOU MUST BRING YOUR LAPTOP WITH YOU TO THE MEETING, AND ENSURE BEFORE THE MEETING THAT YOU HAVE THE WEBEX APP DOWNLOADED/INSTALLED ON YOUR LAPTOP, AND UPDATED WITH THE CURRENT VERSION OF THE APP.

THE PUBLIC CAN VIEW THE PRESENTATION BY CLICKING ON THE LINK ABOVE TO BE ABLE TO VIEW THE PRESENTATION. VENDORS WILL NOT BE AT THE MEETING LOCATION FOR AN IN-PERSON PRESENTATION.

- 4. Consideration of Assignment and Assumption of Agreement with RAMCO Protective of Orlando Inc., addressing the assignment, assumption and amendment to access control services to the District.
- 5. Consideration of Resolution 2025-12, a Resolution of the Board of Supervisors of the Tern Bay Community Development District, Adopting the Alternative Investment Guidelines for investing public funds in excess of amount needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes; providing for severability and invalid provisions; and providing for conflict and providing for an effective date.
- 6. Consideration and Award of Bid Bridge Restoration Project and authorization to enter into Agreement with Vendor.
- 7. Staff Reports.
 - I. District Attorney.
 - II. District Engineer.
 - III. District Manager.
 - a) Important Meeting Dates for Fiscal Year 2025:
 - 1) Next Meeting: Tuesday, August 12, 2025, and Wednesday, September 10, 2025.
 - 2) Asset Management Report
 - b) Financial Statements for the period ending July 31, 2025 (unaudited).
- 8. Supervisor's Requests:
- 9. Public Comments:

Public comment period is for items NOT listed on the agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes.

10. Adjournment.

Staff Review

The first order of business is to call the meeting to order and conduct the roll call.

The second order of business is the consideration of the minutes from the Board of Supervisors regular meeting held on July 11, 2025.

The third order of business is a presentation on the Gatehouse Operations options by Proptia. A representative of the firm will be on Webex for the presentation.

You must bring your laptop with you to the meeting and join Webex to be able to participate/view the presentation. The meeting room scheduled for the meeting, does NOT have the ability to view the presentation from a TV monitor.

There are (5) key areas of the presentation for the CDD to focus on:

- 1. Gatehouse Visitor Access
- 2. Resident Application (both web based and phone application)
- 3. Vehicle Access
- 4. License Plate Recording
- Reporting

The Board will have time following the presentation to deliberate as to how to proceed with this item.

Time Line for Bidding and Implementation

Bid Award:

Technology Component - Board Meeting – September 10, 2025
 Staffing Component - Board Meeting – September 10, 2025

The implementation component will be completed after the bid award. The District expects the technology component will likely be installed in November, December, 2025 with implementation schedule be determined.

The fourth order of business is the consideration of the assignment, assumption and amendment of the agreement with RAMCO Protective of Orlando Inc..

The assignment of the agreement transitions this Agreement to the CDD, effective upon adoption of the assignment by the CDD. Ramco has agreed to the assumption of the Agreement to the CDD, along with a modification to the termination, which now provides that the CDD can terminate the Agreement on sixty (60) days' notice to Ramco.

The fifth order of business is the consideration of Resolution 2025-12, a Resolution of Board of Supervisors, adopting the Alternative Investment Guidelines for Investing Public Funds in excess of amount needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes.

Section 218.415, Florida Statutes requires the District to adopt investment guidelines for its general fund operations or in the alternative utilize the provisions of Section 218.415(17) for investments. The Section only relates to any general funds of the District and not to any bond funds held as a result of the issuance of Bonds. Generally, the dollar value of funds that a District would hold is relatively small enough that the alternative investment instruments outlined in the Statute are more than sufficient for the District. This selection will not affect the investment of any funds held in trust when the District issues Bonds. The Bond Indenture will outline the permitted investments for those funds only.

The sixth order of business is the award of bid for the Bridge Restoration project. Bids were sent to five (5) vendors, and the District received one (1) Bid from York Bridge Concepts. Staff recommends award of the bid to York Bridge Concepts along with authorization of an Agreement/Purchase Order with the awarded vendor.

The seventh order of business are staff reports by the District Attorney, and the District Manager.

The eighth order of business are any items that the Board of Supervisors would like to bring up for the Board that are not scheduled agenda items

If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly by phoning (954) 658-4900.

Yours Sincerely,

Tern Bay Community Development District

ames P Word

James P. Ward **District Manager**

MINUTES OF MEETING 1 2 **TERN BAY** 3 COMMUNITY DEVELOPMENT DISTRICT 4 5 The Regular Meeting of the Board of Supervisors of the Tern Bay Community Development District was 6 held on Friday, July 11, 2025, at 9:00 A.M. at the Heritage Landing Golf & Country Club, Clubhouse, 7 14601 Heritage Landing Boulevard, Punta Gorda, Florida 33955. 8 9 Present and constituting a quorum: 10 Chairperson (by phone) Tara Brady Denise Blakely Vice Chairperson 11 12 Robert Brady **Assistant Secretary Assistant Secretary** 13 Vickey DeLuca 14 Gary Hamilton **Assistant Secretary** 15 16 Also present were: 17 James P. Ward District Manager 18 Cori Dissinger Assistant to the District Manager 19 **Greg Urbancic District Counsel** 20 21 **Audience:** Resident 22 Katherine (Kathi) Burke 23 24 Phone: 25 D/M Knight 26 27 Presenter: 28 Fatme Beev ISN (International Security Networks) 29 30 All residents' names were not included with the minutes. If a resident did not identify 31 32 themselves or the audio file did not pick up the name, the name was not recorded in these 33 minutes. 34 35 PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS 36 37 WERE TRANSCRIBED IN ITALICS. 38 39 40 FIRST ORDER OF BUSINESS Call to Order/Roll Call 41 42 Vice Chairperson Denise Blakely called the meeting to order at approximately 9:00 a.m. 43 44 45 **SECOND ORDER OF BUSINESS Consideration of Minutes** 46 47 June 6, 2025 - Public Hearings and Regular Meeting Minutes

Ms. Blakely asked if there were any corrections or deletions to the Minutes; hearing none, she called for a motion.

On MOTION made by Vickey DeLuca, seconded by Gary Hamilton, and with all in favor, the June 6, 2025 Public Hearings and Regular Meeting Minutes were approved.

THIRD ORDER OF BUSINESS

Discussion and Presentations on Guardhouse Operations

I. ISN (International Security Networks) Presentation

[the entire presentation and discussion afterwards have been transcribed as verbatim]

Fatme Beev from ISN introduces herself. ISN has been in business for over 25 years successful experience in helping security professionals to provide superior service in the residential communities. The company prides itself for great customer service in technology. We strive to improve our technology day by day, year by year, and albeit the owner of the company has been very successful in doing that for the past 25 years. We have put ourselves in the industry as a once source place — you can buy from us anything from visitor screening systems to access control, traffic enforcement, unmanned and manned resources for your visitor screen services. So, with no more delay, I would like to start a quick presentation, and I will share my screen, and please stop me at any time if you have any questions. [Ms. Beev shares her screen with the slide show presentation]

I'd like to mention beforehand that ISN is the most complete security suite for gated communities for visitors creating access control, traffic enforcement and much more. We have the gatekeeper which is the front end of the system, the interface with the residents, the cloud-based database system which is the backend what the admin will see, we have the traffic enforcement and you will see the Traffic Hawk which will catch speeders in the community and with our interface it generates citations automatically, and then our famous kiosk. I know you guys are interested in kiosks, correct?

Denise Blakely: Well, we want to understand all the options.

So, our cloud-based system is a website, and app provides system administration from anywhere and security dashboard with real-time statistics and graphic based activity of security processes. If your admin is still home, they can see what is going on in the community by going in remotely. The features are secure google cloud, encrypted and authenticated communications, daily database backups – everything continues to work if the internet goes down, so that when the internet is back on everything gets synced in – so you never lose the ability to continue to check people in such as your visitors and guests. There is also RFID access. You can also produce reports about access into the community.

Gatekeeper is the front end of the system. It has all the information you need – guests driver's license plate recognition, where they are going, very easy and super intuitive – can be taught to security

officer within 5 minutes and runs efficiently. It will never go down unless you have a loss of power, unless you have a backup generator, and it will continue to run and run efficiently. There is a driver license scanner in the system. There is a visitor log that contains the date, time, address, driver's license, the face on the driver's license, phone number – system captures everything at the entry point. The system is made of modules, so you can make the system as robust as you like.

Cori Dissinger: Fatme, could we pause for just a moment. We have a question.

Gary Goldstein: So, would we need one for the front gate and one for the south gate?

Vickey DeLuca: We would only need one for the visitors.

Gary Goldstein: So, you only need one and it's strictly for guest access.

Vickey DeLuca: Our system does not have cache, and we do not have a generator, but Fatme will talk about how their system continues to be operational.

Fatme Beev: We also have RFID Tags that you can put on the vehicle headlights, and we also have the ability to code tags that you already have and get them into the system so you're not having to get all new tags.

Residents can control a host of features and preferences for their guests or vendors on an easy to sue app or browser. Users can long into their page to review and updated their information, updated their guests or vendors lists, review visitor activity, update preferences to receive a text tor email when visitors are logged at the gate or kiosk, send their guests or vendors an invitation with a QR code for the gates or the kiosks, QR codes can be setup for single or multiple entries, and people who do not use the app can simply text their guest to add them.

Virtual Cloud Based Voicemail gives residents the ability to call automated cloud-based voicemail to add their guests, no local phone line or hardware necessary — more reliable. Virtual voicemail is convenient for residents and staff as well as secure. Hosted on the cloud with local backup.

Guard App — for extremely busy guard gates - guards can greet visitors at their vehicles to expedite screening, scan license plates, driver licenses, QR codes, look-up vehicles and visitors, open gates, call residents, sends notifications of visitor entry, updates visitor's lists, prints passes, guards can verify visitors and residents info, including access control information, log/report incidents, listen to voicemails.

Vickey DeLuca: Just so you know, real quick, I'm not sure if we need that until we get more data and statistics [undecipherable due to feedback in recording].

Vickey DeLuca: Fatme, can you answer Gary's question on if they have the guard keeper software, and they are in the gatehouse, the application you were talking about the guard app was the mobile app, correct?

Fatme Beev: That is right. Just remember, there are different modules, and you don't have to have them all at once. As the years go by, you can add onto the system as needed. But you can start with the basics and work up with the system.

The guard app is also used by the rovers or the guards who patrol at night. They can actually create a incident report and send it to the proper authorities, or reach out to the homeowner and ask them about a car parked out in front of their home.

Ms. Beev: [quiet with no verbal audio for a few seconds] So, the officer has the ability to actually complete tasks that night. It's a really good tool that they use. I would like to introduce you to our Gatekeeper when the gates are unmanned, we have been very successful introducing this kiosk. We have different levels of kiosks from a very standard just QR code scanning and driver's license scanning to a fully featured kiosk. And that's what I'm going to show you. If you don't mind, just give me a second here.

Vickey DeLuca: What's going on? Fatme, are you trying to pull something up?

Fatme Beev : I'm sorry I didn't hear you.

Vickey DeLuca: On driver's license scanner?

Fatme Beev: So, you're not seeing the video?

Vickey DeLuca: No.

Fatme Beev: Okay. Let's see. Here I'm thinking you all are listening to the video already. Give me a second please. Oh, alright, now we'll start over. Oaky – can you hear that now?

Vickey DeLuca: No, we hear nothing.

170 Fatme Bee

Fatme Beev: Okay, give me a second, please.

Video is now playing: ISN is proud to present to you our latest version of the smart kiosk. We will show you how intuitive and simple it is to utilize the ISN kiosk. Let's go over the components. It has an eight-inch touch screen, a camera, and a lighted keypad. The driver license scanner. The QR code scanner, and a push button to call the remote guard or central station. Now I'm going to show you how a visitor can get in. The touch screen displays a standard greeting message. Simply touch the screen and follow the instructions. You can search by last name or street address, and just like a smartphone, start typing the information and it will automatically populate the available names. (video is paused)

Fatme Beev: The main screen, it can be customized by the community. We can put the picture of the community, and whatever message or greeting you like to put in there. So, it's very customizable.

Video continues: Let's call Rocky Balboa. Party standby. Hello? Hello? Who is this? Okay, you can come in. Your access is granted. Welcome to our property. Please drive carefully. Now, I'm going to show you how to use a daily code. This is given by the resident from their app.

Simply punch the six-digit code. Next, we are going to try a QR code. The QR code is sent by the resident from their app or webpage. Your access is granted. Now, we are going to try access by scanning the driver's license. Simply insert the license into the DL scanner. It will search the visitor list, make sure the first and last name entered is exactly as it reads in the driver's license. (video is paused)

Fatme Beev: That is very important because, names like if you're putting, if you're entering the information in the app, your visitor's name is Robert Smith. You want to make sure that you put Robert Smith, as the driver's license reads Robert Smith versus Bob Smith because if you call, you know, Bob, you know and say you put Bob Smith in the on the login, then it's not going recognize it's not going to find, you know, Bob versus Robert. So that's important that people put the correct information on the system.

Video continues: Also, if the visitor is already in the system, the license plate reader will recognize his vehicle and let him in. Last but not least, calling the remote guard or central station, simply push the button, call guard, and it will call the remote guard. Now, if you need any information, we will be glad to help you. (end of video)

Fatme Beev: So, that was the kiosk that we offered and this kiosk can be like I said, it can be, a full feature one or a just base one with whatever features you need for your community to use. We have different levels of features that we can put into the kiosk themselves. I think this is all that information that I have to share with you today, other than if you would like to see anything about the traffic hawks, are you guys interested on the traffic hawks? Those are the radar devices.

Vickey DeLuca: Fatme, can you go over the resident application.

Fatme Beev: Sure.

Vickey DeLuca: I don't think we went over that and that's really important in how we manage the residents.

Fatme Beev: Of course.

Cori Dissinger: Do you have another part of that just to add to it?

Gary Hamilton: So, this is for access for the community.

Fatme Beev: Hold on just a second. Sure. That's why I wanted to. The answer is yes, but –

Cori Dissinger: Go ahead Fatme.

Fatme Beev: All right. So, the resident website application, this is what it looks like. This is the resident website. It's an interface and easy to use. We can customize it with a picture of

your community. This is all customizable, the same thing with the login, the homeowners will see. It will be your community information, picture in there. Let me open it a little bit so you can actually see it better. If you can see that better, it has different tabs. One has the profile of the homeowner, the residents living there, the vehicles, the quests, vendors, gate, quest events and activity. You can see that this homeowner has three residents. It has six quests on the list and has three vendors and has one only one vehicle. The cool thing about that running this through the website is that suppose that you have a Thanksqiving dinner and you're inviting twenty people over, you can go to events and then create a Thanksqiving invitation list, and you put your quests in there and automatically by clicking the button, you can send the invitations to all those twenty people with a QR codes and then the QR codes automatically gets to those people inviting to the party. So, it's not like you have to do one by one in sending the invitations individually. So, that is pretty nice. The other thing that is nice about it is that if you have now a hundred people over for your sixtieth birthday party and you want to invite them all, you can do the same thing, put together a spreadsheet and uploading the spreadsheet with your quest list in there and then it will function the same way. So, it's pretty nice to be able to send that and with a click of a button. You can see, like I said, it's up to the community, you know, admins and a board to decide what information the homeowner has the ability to add or change into the website. You can allow the homeowner to update their information - you don't have to allow them, you can allow the homeowner to have so many permanent quests, you can put settings as how many vendors they can have in the list. So, you are in control of that too. You can make it very tight and simple at the same time. So, you're in control of that. The vehicles information, you provide the ability whether they can edit or change anything in the vehicles information if you don't want them to have the ability, then we don't have to give them the ability to do that. They can just view it. And, if they want to change a vehicle, they can actually go into, you know, the cam office, the HOA POA and make those changes. It all depends what kind of abilities you want to give the homeowner to have onto the website.

258259260

261

262

263

264

265266

267

268

269

270

232233

234

235

236

237

238

239 240

241

242243

244

245

246

247

248249

250

251

252

253254

255

256

257

Then we have the app, and the app is super simple. We send you a QR code, they can download the app from their both from Google and from android. I mean, from, from Apple and android. And you have the ability to review and update your personal information, update your guests and vendor list, so it's the same ability that you have on the website you have at the resident on the app itself. With the exception of sending the automatic list of an importing the files that that can only be done on the website version of it. But this one, the application is pretty nice. You can send your guests and vendors invitations individually and you can review your account, you can see who's coming into your community and your house at any time. You can set it up to give you text messages for, for arrival notifications. So, if I'm coming to see Vickey and I arrive to the gate, but she's out of town, she knows what time I came into the house and what time I left. So, you know, you can monitor who's coming in and out.

271272273

274

275

Vickey DeLuca: Fatme, can you talk about things on the resident app like the one is when people lease out their houses or their condos, how it still stays that the resident is the homeowner; and then second of all, how they access amenities where that can be set up so

that you can grant access to various different amenities. There's a couple of really important pieces that I talked to Rob about that.

Gary Hamilton: To extend on that, when you're looking so the CDD will control the guard house say for argument signaling along with displaying, so they need to put the master HOA so the master HOA owns the communities, the amenities in here, correct? So, is it a separate module that they have that they use?

Vickey DeLuca: We use one database.

Gary Hamilton: So, understood that there's one database. However, there's just put on the access control. So that CDD could not deny or has anything to do with the rec center building at the entity. The master has that control over there. They pay for their own module for that, but it's connected to the same database - if that makes sense. We've got two separate access, databases under CDD. You've got community access, they have access to the gym and to the spa, etc.

Vickey DeLuca: Yeah - just think of it.

Gary Hamilton: I'm saying they could piggyback on.

Vickey DeLuca: Correct. And to go even a step further, we can adjust all of the data that's currently there today. So, any of these we can adjust everything we have, so there's no reentry of the data, Gary, ... and then let's take it a step further is that let's say that and you want to give - the guardhouse would have no access to pickleball where the amenity of information they can silo it whatever. Again, we can restrict it where the master HOA can bring up the gate access.

Gary Hamilton: One cannot interject with the other, and there, but they pay for their own they own it - there's no issue there, right. So, I don't know if you talked with, like [indecipherable] community. So, they've got a guy out there that sits [in decipherable] Say the Master Association and I know that they're looking to generate revenue here, we'd like to open the clubhouse up and say, hey, you know, our clubhouse now offers dinner on these sites here. Somebody, I live over there, I want to come up I'm like hey I'm here for, for the – so how does that integrate with that?

Vickey DeLuca: Great. So, Fatme, I'll help and then you can fill in the blanks here. So, you can set up a type of guest called "clubhouse diner", and when the bar check or the gatehouse tenant checks them in, they check them in as a clubhouse restaurant person. So, we can run reports and say, this many people came in, they can set it up as a goal.

Fatme Beev: Yes.

Vickey DeLuca: So, they can set them up as visitors have to have many different

classifications. So, the gate attendant simply states you're playing golf, you're eating dinner and I'm a visitor. We know in the system those delineations. Let's say we have a tennis tournament we can set up and modify the types of people that come in. There's the real estate agent.

323324325

326

327

322

320 321

Fatme Beev: All that information is saved, so for marketing purposes, since it's emails and they don't get email addresses, they get driver's license, meaning they would come through just like any vehicle, the vehicle identification, the driver's license and that they were going to eat or golf or to a tennis tournament or, you know.

328329330

Vickey DeLuca: You just set it up where they're going to – Contractor real estate agent

331 332

333

334

335336

Fatme Beev: Correct. We can also take it even a step further. We can actually notify the Golf Pro Shop that the guests you know "Bill Smith has arrived" and they can know that they get notification that Bill Smith has arrived and then he gets his golf car ready to go. So, when he approaches the Golf Pro Shop, they already know that he has arrived. It's like I said, all these little modules can be built to a very robust system if you like to. So, would you like me to expand a little more on the resident app side of it? I just want to show you one more.

337338339

Denise Blakely: Great. Yeah, it would be great if you could talk through tenants because we do have a fair number of people who rent here, and love how it is sophisticated to be able to block their access once they're done, etc.

341342343

344

345

346

347

348

349

350

351

352

353354

355

356

357

340

Fatme Beev: So, you have, you know, ultimately all control in the system in the back end on the DVM database part of it about your people, your tenants that you're leasing this, the place to, you can allow them to have the same benefits or not have the same benefits of a resident depending on what the, what we choose through in the system. But, one thing they do for a short-term renters is they also do like a QR code that you can give a tenant that is going to be there for three months and this QR code can be permanent and then this QR code can be added to the wallet so it's like a quick identification, you know, they have already in their wallet like as an ID for your community so in that QR code it will have a start and end date, so you can tell them, you know, they can be allowed through anywhere in the community with this information. We also provide access controls for amenities, I heard people talking about, you know, maybe going to the gym or the tennis courts or other areas. We have what we call phone access. So, all the residents' phones will be registered in the database so anybody who's coming into those amenities can just basically waive their phone in front of the system, and it will access that location. But if you have a quest or a tenant that is going to access those amenities, you can give them the same ability, so you are completely in control to do that. Let me show you...

358 359 360

361

362363

Vickey DeLuca: What she just said is the near field access and how we can move unfold access through the same codes that we give them to come inside, you can give them access to the pools or the gym or the various others right from their phone, not from getting passed around.

Gary Hamilton: We have to talk to the HOA, and we'd have to buy into that system in order to do that because we don't control.

368 Vickey DeLuca: No, it's the same system.

Gary Hamilton: It's the same system, but...

Vickey DeLuca: It's the same system, but the license plate and the driver's license are already in there, but it's the resident has to say that "Gary Hamilton can come in" and "Gary's here for X amount of time" etc. Or we make a goal, you know, they can make their own decision, but the ability in the system...

Gary Hamilton: So, the ability is there, but what I'm saying is that the HOA, so in order to facilitate the entry into those communities, into those amenities.

Kathi Burke: They're not going to want the CDD controlling them.

Vickey DeLuca: No, absolutely not, yeah. Absolutely not. It's just a camera system. The system can handle it.

Gary Hamilton: The system can handle it so we can offer that too. Right. You know for them to go off on their own and do somebody different or to access our database, which to me would be the right thing and would be the easy thing to do.

Vickey DeLuca: Well, but for the residents, it's the ease of how do you get stopped, the cards being handed around to if they've got a phone with a QR code to get into the community, how do they then control what amenities they get into.

Gary Hamilton: That's what they get a reader. You get a master you just stick it in there and that's how you end up.

Kathi Burke: Not everyone has smart phones.

Vickey DeLuca: Kathi, it then goes back so you can do the cards. They all have different ways. You can do it on your Apple watch, they have all of the different fobs. So, they have them, it's that's a master to the site, but if you get a QR code and I say "Denise is renting my place for thirty days and we give you a code to get in, the master can then say, here's the access to the amenities in which you can have.

Denise Blakely: So now on the codes, could they be screened printed as a picture and sent to someone else or do they cross check with the license plate?

Fatme Beev: You can have the ability to have the code to be a one-time use. So, if it gets

screenshotted and sent to somebody else, the QR code is already used. We can provide the ability to generate a QR code daily.

Denise Blakely: So, let's say we have, I don't know, someone that has general access here and they do a screenshot and send it to their friends and say, you know, whenever you want to come use the pool, just scan in this QR code at the front gate. Does it work that way?

Vickey DeLuca: No, because they don't have the correct vehicle identity.

Denise Blakely: So, that's what I wanted to know – if it's cross checked.

Fatme Beev: Yes, there's a second authentication process that takes place at the gate. So, if you send me the screenshot of that QR code and I'm coming in, the QR code it has the information of who's it going to so when I give my driver's license at the gate, they're realizing that the names don't match - so that will be a red flag.

 Greg Urbancic: This is Greg Urbancic, District Council. I just want to jump in and make sure that that we're all kind of on the same page. I think we have to remember that, as a CDD, our roads that we own are public, and so we can't operate them exactly the way that an HOA can. So, because there was financing with federal tax-exempt bonds, so we have to be very careful in how we administer the gate, and so we don't have to delve into all the details today, but it doesn't really allow us to turn people away, so we have to be a little bit careful on that. I just wanted to mention that we can't - I don't want to go down the road that where we think we can operate this as, as we might on a HOA that has private roads. Our roads have to operate a little bit differently and I'm happy to answer questions on that, but I just want to make sure that we're all on the same page as to that.

Vickey DeLuca: Right, can we or could we just set up a classification of a person that just says they want to come in Greg, meaning we can't deny it, but we could set up a, a classification so we could state we have X number of people came in for no reason whatsoever. I understand what you're saying, but I think we can do that through a classification.

Greg Urbancic: Yes, that makes sense Vickey. I'm sure there's some way to administratively do it and then keep the count.

Jim Ward: So let me help a little bit because I agree with Greg fully and I think with respect to all of the items you talked to and how to do that, I think that's a good idea. So, the key question is, only, if someone comes up to the gate and basically says "Hey, you know, I'm not going to provide you my driver's license - I'm not going to do this, and I want to go in the community. The answer to the question is that the guard has to let him in and that's it. It's that simple, I don't think it requires a lot more than that. I think that whatever is put together within the context of this system, I think everything you all talked about is fine. There's only one other step that needs to be that needs to happen, and Greg is right. If

somebody comes to the gate, whoever it is, whatever time of day or night it is, and says "I want access," the guard has to open the gate. That's true today, even though the HOA is operating it, that is true today. So, there's no change in the process whether the CDD is operating it or the HOA is operating it. That's all the guard has to do. So, all that we have to do is give that order manually at the gate, but everything else you all want to put in place I think is fine. I don't I don't see a problem with that except that one little order that the guard has to know that. That's it.

Vickey DeLuca: And we can just put that in the control book, right, Jim?

Jim Ward: Yes, that's it.

Vickey DeLuca: Greg, I just wanted to ask a quick question - so when they come in and the vehicle comes in and the license plate reader takes a picture of their license plate, that's okay because today I drive on public streets and apply my license plate gets taken, you know, on speed cameras today. I mean, I assume that the vehicle license plate reader is good so we can see when they come in and when they go out. Right?

Jim Ward: Those are all reasonable things that you can implement. You can even ask for the driver's license. The only thing you can't do is deny. So, if someone walks to the gate and you get the license plates reader and you have all these other things in place, those are fine. They can't be overburdensome, but at the end of the day you know if you want to go in, you've got to let them in, that's it. But that's no different whether it's a CDD or an HOA. They are public roads, that's the way they have to be operated. As Greg noted correctly under federal law because they are financed with tax exempt bonds. That's the key to this issue.

Denise Blakely: So, what about the amenities? They can't access the amenities, right? Just the roads and yes, I mean, but we would still have their license plates to know that they came in and they went out if there were any issues.

Jim Ward: No. You know, they can take the readers, you can take the license plates, you can ask for the driver's license, you just can't deny them access if they, you know, if, if those things aren't in place or the resident, you know, they're not in some resident list or that driver's license plate is not registered somewhere, they come in, they give you the driver's license and you take the driver's the reading the license plate, and they're not in any database, you still have to let them in. But I want to make it clear. That's true today whether the CDD operates this facility or the HOA. The HOA still has the exact same responsibility as the CDD does.

Gary Hamilton: Is there a camera module so that when I pull up in the gate. So, it asks me for my license. I'm not giving you my license on a public road. I'm going in and you've got to let me in.

Jim Ward: Yes.

Gary Hamilton: I mean, you're right. Is there a picture of the face, you have a license like is there a picture of the face?

Cori Dissinger: Fatme, that would be a question for you.

Fatme Beev: If we have the right tools implemented at the gate - yes, you will have not only let me share this is exactly where you'll gather let me show you on my screen here. So, this is the live community I'm showing you - it's called Glenn Kernin. It's in Jacksonville. I want to show you just to answer. There you go. Just to show you, let's see this one, okay. So, I'm looking at this gentleman right here. So, when he came in we have a tech camera to grab the picture of the face, the license plate information, and the driver's license. So, each one of your guests, if you implement those features at that gate access, this is what you're going to get. So, if this person is one of those people that you say you're going to just allow them in because it is a public road, then you have all this information on this person. So, if he does anything in the community, you have that information, you know, handy.

Denise Blakely: Yeah, we probably would want a picture of when they were leaving - just in case, you know.

Fatme Beev: We can capture that too, if you like to do that, we can put a system in place to capture that in the way out too. I also want to point out that this system can be easily filtered all different ways. You can actually, you know, tell them to give me the gate entrances so if you have more than one gate, it'll tell you what gate that person came in through whether it's the back gate, the main gate. So it's just easy to recognize and you can filter this way - pedestrian gates, if they just walk, you know, came in through the pedestrian gates too, you can do by last names, you can do by address, by unit number, by type of whether it's a vendor or a guest or by plate number. So, there's easy ways to filter this information super easy.

What I want to show you quickly — I know we're coming down to our time here, but this is what your dashboard looks like at your admin side. You have everything at your fingertips. You have the information of all your units, all the residents, the visitors coming in, how many vehicles are registered, how many vehicles have AC access control codes, which is transponders. On the left side of the screen you see the visitor chart, and then on the right side of the screen you see the resident entrance. So, you see, this is also the use as a tool for scheduled their guards because you can see the activity of how many people coming through the gate live. This is real live information. So, fifty-seven people came through at 7:00am. At this gate, then sixty-five at 8:00am and so forward. So in in the meantime, you didn't have anybody coming in through the gate on the homeowner site. And, and then you can see the logs underneath it. So, you have all this visitor information super easy.

I want to show you quickly to see the logs and activity. Keep on the property, you can see how many people are in the property at all times or all visitors - people that come to visit the

most or how many people are coming per units, you know, you get all different filters you can add, you know, to and from people on the property, you know, a lot of people use this for, the clubhouse when they're doing a big dinners, you know, say, hey, ok, how many people do we have in the property between, you know, this dates in a planned meals and things of that nature? A lot of statistics that you can do by front gate main gate. If we go back to the main dashboard.

Vickey DeLuca: This part, meaning this reporting here is one of the most important parts is to be able to see what's going on in the community and that is what First Door uses, and they said that is the magic behind the system is being able to understand who's coming in for what reason. Whether it's the golf course or what's the cycle of them coming in, are there people, you know, we've had problems with people coming in for the pool at, you know, we can see who it is. We could search the system for tenants and how many people are coming in and help, you know, for tenants. There's just, it's everything's here and it's super easy to be able to use and. This is the most critical part is the ease of what she's showing as well, because if they're all coming in for transponders and very little, you know, then we don't need physical people. How do we determine when we, if we go to a kiosk for a physical person.

Gary Hamilton: Are they using both?

Vickey DeLuca: They're using this one. Yes, they do. So, they are not using AI. So, they've got the contractor gate at the back, which is manned like seven to seven, they've got the third gate, which is never manned and then they've got the name and they that's how they know how to staff plus what's the low? They let people go during the summer because there's such little traffic here.

Gary Hamilton: Sure, I understand. Said that, how do other communities maybe share the dashboard. So, with five or six CDDs, how many would have access to that? Do they have access or do they normally have access to the management team, the HOA boards other communities maybe shared the dashboard? I mean, what is the experience and how do they do that?

Vickey DeLuca: So, Mark doesn't (Mark on the board) doesn't get some monthly report from the head guy and I at Burnt store, the head guy running it now, and Andy's monitoring it on a daily basis. If we shared the same database, they can give access to Tim, and Tim can change it. You just put the controls in place just like any good corporation.

Gary Hamilton: I was just wondering how others are doing it.

Vickey DeLuca: Are they a CDD? They are not. So, they would have reasons like Mark was telling me they've got Section twenty-two, which is the master association, they've got Prosperity Point. They got all the little HOAs, so they give access to the individuals only in like Gran Isles, but Gran Isles can get access to their information and only their residents. So,

they can manage their people. But it's still one database.

Denise Blakely: But if we can't stop anyone from coming in, we would have to put those in what is, why are we – what information are we hoping to get?

Vickey DeLuca: Again, we can query who those people were, as Greg was saying, I mean, it could be we're talking - we simply don't know today because we have no data on anything coming in. Tim gets nothing.

Denise Blakely: Right.

 Fatme Beev: Can I show you just one more thing here on the screen? I changed communities. I went to a different community now that I want to show you the amenities. In this community, they only have one main gate as an entrance point but look at all the amenities they have. So, we have from the gym, gym pool, the main pool, the tennis courts, the town center, the front and upstairs, so they have all these doors. So, it tells me when it's all green, it means there's communication to the system that everything is working perfectly fine. When it's red, it means that it's off. It hasn't been turned on, and that would, that would happen is probably that the admin had decided that if they're having a, a party at the clubhouse, they can unlock those doors and leave them open for the time being. So that's what that means, but you can change - see how many people can go through by the gate. So, and here main RFID readers, you can see how many people went through the pool, at what times, the tennis courts, the gym.

Vickey DeLuca: This part right here is the HOA - Fatme is showing the sophistication in this case to Kathi, right? So that you can easily understand the loads in these various amenities very quickly. I think so.

Gary Hamilton: Yes. I think we want to understand that. I mean finding people going in and out for whatever.

Kathi Burke: It would be nice if we had emails and marketing information – but, you know.

Fatme Beev: That's what I had to show you, guys. Do you have any questions for me?

Vickey DeLuca: That's the next step. Tara wanted us to all talk together to determine what the next steps were and make sure everybody was briefed and then we will, once we get done, try to work on what we want to do. For now, it's just gathering information.

Gary Hamilton: Well, I understand. I was just wondering, and did we look at other companies as well?

Cori Dissinger: We have another presentation right behind.

Fatme Beev: Thank you so much, everyone. I appreciate your time and we're here to assist

you. We would love to partner up and work on this project together. So just let us know how we can serve you and we'll make things happen.

Vickey DeLuca: Sounds fantastic. Thank you so much.

Robert Brady: All this is all over - great. This is all dependent on somebody in the gatehouse getting off their *** and you know, doing what needs to be done correctly or you know you can have all these and nobody puts into it.

Vickey DeLuca: This is a great kind of sort of break here. There are three components of bringing up a very important part. There's three parts that we have to decide. One is the people, so again, we know we have problems. Jim will have to put this out to bid. We will crunch some numbers together and then some more thresholds so this will have to go out to bid. March of this year. [indecipherable] went out to bid, and we got their RFP that they sent out. So, they just went through that process. The board just did it to make sure they had the most competitive prices. So, one is the people. The second is the software, which we're seeing and the people in the software world, though, when Ramco they're tied together. We should have flexibility if we love the software, but we're having a problem with people, we should be able to, you know, Jim and I talked about, we should decouple these because we're being held hostage right now. The third component is the gate. So, the gates right now. The service. Sure, they come out the next day, they do all their maintenance and they currently are half the price of what Ramco charges us for every single visit here. We're being eaten alive by their trip charges because of one-hundred and forty five dollars for the first hour, they just charged seventy-five dollars. So, there's three components of Bob, Gary Denise, Tara, and Jim and Cori to community access. Just trying to make sure that we have three separate components to answer your question, and we know we have a problem.

Burnt store has a very precise control book and it's called their control operation and that designates how they're supposed to operate. We have a supervisor that we're paying for, the guy's never [inaudible] I'm like, what's the supervisor if they don't get reports, they don't report what's going on in the community. Same thing that you were just asking. And, you know, we should have a manager just like we're at store head, they got fifteen hundred doors over there. We got fifteen hundred doors. They've got like Marina and a cascade of various [inaudible]. We've got golf and a clubhouse we need to be concerned of. So, just wanted to make sure that this is the first time we're able to talk here so when Jim said what would we do for community access, I went over to Burnt store and talked to Mark, who's in charge of community access on the board and said, what do you do? And then he went through hours with me on what they do over there.

Denise Blakely: So would it worked differently, Jim or Cori, since we're a CDD, I mean, are we, looking into more than we're Greg, that we're allowed to do I mean, are we looking at all these modules, but they're not going to benefit us?

Jim Ward: I think it's...

Denise Blakely: Is it going to benefit us because we're going to have to let people through anyway? I mean, is the front door just for show? Do we need to go through all of this?

674 675 676

677

678

679 680

681

682 683 Jim Ward: The direct answer to your question is yes. I think it's a great idea to go through this. I think it's a good idea to look at the process. I think it's a great idea to talk about how we're going to provide access to the community itself. Irrespective of the issues at the end of the day on federal tax law issues. So, I think that's a great idea. If you don't want to do that, you know, I will always tell a community to tear down the darn guard house and move on with life. That's, you know, that's really what you need to do if you don't want to do this. But I think it's a good idea. I think the modules that you, whatever the vendor is that you think is the best, we should go through a process to determine which modules we need, how much they cost, and then we can make a decision on the bidding process with respect to that issue itself.

685 686 687

688 689

690

691

692

693 694

695

696

697

698

699 700

701 702

703 704

705

706

707

708

709

684

The other part of the process is the people. That's the process that will probably be over the bid threshold under the statute, and we're going to have to go through a process to, you know, it's not overly complicated, but go through the process of bidding out for lack of a better term bidding out, but it's identifying what we need, the number of hours, the type of people and the cost of that. And we'll go through that process and do that. And the third part of that is actually fixing the gate itself. And you have the arm gates and the swing gate. I think you have both arm gates and swing gates. Those need to be fixed on a regular basis. Sometimes there's another company that's relatively inexpensive. I think you guys use Ramco now for all of it, but there's other companies that I'm aware of and I think we just need to just find another vendor. They're usually really inexpensive to maintain it. So, it's kind of a team effort with respect to the different vendors to do that. I have seen other communities, I've worked on other communities that have the same issue of public roads, they still have the guard and not the guard, but they have a guard, they might not have a guard, but they still have the closed gates in that system. You all bought into that, and I think it's a good idea to keep it, and I think we need to move on. I agree that I think you guys need to keep that and move on with the process. We will have to work out some of the details with the HOA access and who can do what to the system. I think that's a little more difficult, but the general concept of having access and having people coming to the gate and showing your ID and being able to get in when they want to is a great idea. The probability of someone walking up to your gate or driving through who wants to be, for lack of a better term, a pain in the cazoots and just say, I want in is rare. But it's there if it has to be there. I think generally speaking, you are going down the absolute perfect road right now with respect to looking at the system and making decisions on how to handle this in a way that's not only consistent with the law, but good for your community.

710711712

713

714

715

Denise Blakely: I wasn't suggesting at all to get rid of the gate. I bought in here because of the gated community also, I just wanted to make sure that someone like you will keep us in line and say, you know, nah, you're going a little too far, you can't do that or, you know, suggest maybe you should do that. That's all that I'm saying. I definitely want that gate in

716 the community.

Jim Ward: But, trust me I'm the first one that'll raise my hand and go, no, no, no, no. You've got to stop for a few minutes at particular point and Greg's going to slap me upside the head and go, my diploma, you know, trumps your dragon. So, we know what we're doing. We will help you through that process for sure.

Cori Dissinger: Mr. Hamilton, you had a question?

Gary Hamilton: Yes, a couple of points. Currently we're using Ramco. There is a four-year contract on it. It expires, I believe in twenty twenty-one. There's a sixty-day buyout on it because it is terminated if there's a termination clause in there, like roughly think I'm going to go back to the, my head. It's around twenty-two thousand dollars that has to be bought out. It's something that just a point of word. Number two is that we were looking at electronic access here because we're not really happy with quote-on-quote with the current situation. Have we looked at other access companies or manning the booth with competent people, if you do the rough math, if you care somebody do that you're twenty-four seven through sixty-five, somewhere between two eighty-three hundred thousand.

Vickey DeLuca: Two hundred and forty-two one sixty one and ninety two.

Jim Ward: Vickey had it.

Gary Hamilton: Yeah, so I mean I just did rough order about thirty bucks or whatever. So, have we looked at those, have we looked at other people to do that that have been recommended that people are happy? I mean, not everybody's happy with platinum security.

Vickey DeLuca: They also gave me the name of who they sent that RFP out to and I sent to Jim. So again, you know, who did Mark send his RFP out to in March?

Vickey DeLuca: The answer is yes, Gary. So, we've got pricing on that as we compare to these modules. Mark wouldn't give me their pricing, but I've got Ramco's pricing, and what I did is I took that that...

Gary Hamilton: I mean if we decide to go and it might not be that idea, let's not if we're going out to get the pricing on the modules, we might as well go out for pricing on the people as well. We have two separate things.

Vickey DeLuca: Well, and the other part in that two forty two, Gary, is that I put in a manager because the supervisor, I didn't use this, I used the current RAMCO rate agent number and I used a higher number because we need a manager managing it in forty hours, which is what they have over there. They have somebody who manages it. But then we need the cars to be able to easily go through so they can manage it and issues that come up

during the day, they go to the manager at the front booth, meaning where do they go to if they've got issues? So, trying to get the data.

Gary Hamilton: The other thing here is, when you go to the module systems, everybody's got an app. There's billions of apps out there, right? And I probably have got five hundred. And everybody loves the new apps. But a lot of people don't like them they're like "what do I need all those apps for?" I only want to, what is the process for training? And getting a community of fifteen hundred and forty-one people involved in training, you offer training sessions and is there a website where the automated like educational you know heritage landing educational website, you go on there and you can learn how to use that app, how to use in the right way and so on.

Vickey DeLuca: So, actually, that's why I like ISN. Rob lives in Fort Myers and he will come up and do community training for us. And he's done that.

Gary Hamilton: So hundred and forty more people here, you're going to, you know, five this today, five this tomorrow.

Vickey DeLuca: He has offered to Zoom and do the training - he knows and Mark said that they do a phenomenal job. So again, they have fifteen hundred people over there and there's a hundred people. I understand that training was important in making sure our residents have something super easy and like he said the guards can get up in like five minutes and learn it. Andy told me the same thing because they just upgraded. They used the system for fifteen years over there and just upgraded to their new cloud-based solution. And they can't speak highly enough about how easy it is. I can't say that on the second one, but I can tell you, this one specific, but I wanted to get a second and somebody else – we can't find them.

Cori Dissinger: Miss Burke you had a question?

Kathi Burke: It sounds fabulous. It sounds really great. It looks really great, too. But it's one hundred and fifty-four dollars per home. Just so you know, it's a lot of money on your system. But, on another note, that's going to be a lot of money for people just for security. On another note, we oftentimes have people just driving golfcarts in here from other communities, especially the back gate area, they just come in on the sidewalk, there's no gate whatsoever on the sidewalk plus they can come in on the side cause there's no landscaping. Have you thought about doing anything about that access point there? Because I've had a lot of people say something.

Vickey DeLuca: Goes back to they can come in the front. Again, it's no different if they go to the front gate, they can say I want in and we can't stop them.

Kathi Burke: Are we liable if they get hit by a car?

Denise Blakely: Yes, we could look at putting in some kind of blockade at the sidewalks there

or whatever. That's a question for Greg. Greg, did you hear Kathi's question?

Greg Urbancic: Yes, I guess I'm not clear where, what is the concern with the golf carts? Like where's the concern point?

Wickey DeLuca: Next to the gates, there's a sidewalk where the golfcarts can go in there.

Greg Urbancic: Okay, so people come through on the sidewalks. Okay.

 Denise Blakely: Go to the front gate and say they want in the same as the vehicle. Yeah, but that would be, it wouldn't be as easy as just people driving in and out. At least we wouldn't know that someone and we would get a picture of that someone and their golf cart. Put cameras at the back eight, which I think was...

Greg Urbancic: Still have to be street legal. I mean if they're driving on roads, they've got to comply with the traffic laws, so they have some responsibility in that regard. So, I guess I'm not overly concerned. I mean, if we have a concern that somebody's doing something they shouldn't be doing, we call the sheriff and have the sheriff come out and handle that particular situation. So that's always an option when we have somebody that is violating using a golf cart improperly, just call a sheriff and just have them come out and address the situation.

Vickey DeLuca: So, question Greg - Kathi also asked on the sidewalk at the back gate, can we put like a poll to stop golf carts from driving in on that sidewalk?

Greg Urbancic: You can, but then you are denying access — and we can give street legal golf carts access through the gate. They just have to comply with that. I mean, I think that can be a safety issue of how we need to protect pedestrians on what's a sidewalk.

Kathi Burke: They also do not allow motorized vehicles on site here. That is in our declarations.

Greg Urbancic: That helps too if the HOA has some enforcement mechanisms on that as well, even though they may be CDD owned, it's all subject to the declarations so they have some enforcement capabilities there as well.

Jim Ward: It's also important to be clear that, you know, CDDs aren't subject to HOA declarations, but I clearly don't have an issue with, you know, doing whatever we need to do with respect to those back gates and securing them a little bit better than we need to be. So just to make that clear.

Kathi Burke: Thank you.

Cori Dissinger: Any other questions?

Robert Brady: I think we're hitting a wall with all these little items - not that they're not valid, but can we get the vendor and how much software we're going to buy. I think we can then fine tune, you know, the gates that little access. Time the gates are open, all that stuff can be done.

Jim Ward: I think what you unless you have any further questions and, and Vickey I know you're controlling this if you don't want to listen to the other vendor's presentations, the questions in the great ask the other vendor than other questions and then, you know, we can kind of go from there at this point on what we need to do with respect to the next step for you guys.

 Vickey DeLuca: I think that's what was going to be my question was, you know, so what are the next steps and, you know, now that everyone has seen this, do you feel that this is something we need to move forward with I agree with Gary that Ramco can terminate. They have not given us a new price sheet from Tim told me so we're still working off of the price sheet from last year. They were supposed to give it to us by May 1st. We continue to, we will then start getting the invoices, you know, starting September 1st.

Jim Ward: Just let me clear up something. The District doesn't have an agreement with Ramco. We are not going to pay them. I don't care - period. So, we have until - I know we have it in our budget beginning October 1st and we can start it earlier than that. You are in July, from a timing perspective. We should try to be in a position to have this flushed out in the next thirty to forty days, including getting out to bid so we can get an award done by September, such that we can start the new contract in October. With respect to whatever happens with Ramco, that is I understand, you know, we need kind of trying to help the HOA through the process, but at the end of the day. The HOA has to be responsible for terminating that contract on whatever terms they want, including dealing with whatever buyout provisions or lack thereof that they may have. So, we as a CDD are nearing, you know, II think we're in a good position right now, and I think Vickey has done a great job in getting us to this point. We just need to move this forward such that we can be in a position to get this in place if it's before October 1st great, but clearly that drop dead date needs to be that latter of September piece kind of thing.

Denise Blakely: Jim, what do you see as next steps to all of us to discuss if we continue moving forward or what, what's the next steps.

Jim Ward: And I'm sorry I'm just not there yet. Do we have another vendor presentation to go to?

Vickey DeLuca: He sent an email to Cori, Jim, that he's got a sick son that he has to attend to his sick son and he sent a video that everybody can watch and I've already watched that video and pretty well understand that solution, so Cori I suspect you're going to forward it to us.

Cori Dissinger: Yes, I can re-forward the video.

 Jim Ward: I didn't see the other video, but which vendor Vickey sent you kind of are in the weeds of this one, which vendor in your mind is I didn't see the other video, so which vendor do you think is the best at this point or if any of the other board members have seen the other vendor, what is it that you, you know, which ones do you guys prefer?

Vickey DeLuca: No, I think we need to, you know, like I said that you wrote down, you know, the five areas that we really need to sort of home in on, meaning the keeper, the vehicle recognition, etc. Jim, I think we should get pricing from both. I think ISN personally, and I say this because number one Rob lives here and we'll be here every day to come, you know, be able to train our residents, which is really helpful. Number two, it's super easy to use, which is then confirmed by the guards at Burnt store, as well as the management team to get the reports and has been using it for fifteen years, so it just talks to the quality of the product, the quality of the organization, a team many of us have been through Burnt store and understand the simplicity both as a resident, as well as to get through, and then I also really like with the amenities that gives the master, you know, the ability to work on the same database cause it's all about the residents. We need to keep in mind, you know, that's who we're here trying help is and we're all residents too. So, I think we need pricing like Mary said, you know.

Vickey DeLuca: Denise just handed me the thing with the five if key areas, you know, the five key areas where the gatehouse visitor access, which we saw, the resident app, it needs to both be both web based and home based as Gary said, we've got residents who don't want to use a phone app, which we're well aware of. I think Kathi brought it up to vehicle access, so again, how are we recording the vehicles which come in, understanding what Greg said, that we are the CDD and we need to understand what vehicles are coming in? License plate recorder, which is critical for us to be able, and then the reporting. And we can always add the other stuff at a later date, but that gives us a starting place to be able to tell our residents were improving our systems and, you know, being able to speed it up, and put the RFP together on those elements and they call them different things Jim, but to answer you, those are the upgrades from what we have today.

Jim Ward: Okay, so let's do this. We'll work, you know, you and I can work on getting the RFPs out the door and getting the pricing ready to go. We'll get the vendor ready to go with respect to the gate maintenance itself. And then we'll do the RFP - the more formal process RFP with respect to hiring the people. Conceptually, we should have this ready within the next week or two. So by mid-August we'll have numbers or the third week of August, and then we'll be in a position to kind of award and you know go through this at the board meeting in September, pick the vendors for a start date on October 1st, and we can work with the HOA for purposes of letting them know where we are, how we're going, making sure the timing is on, working together on the timing so they can terminate that contract with Ramco in however that needs to get done. I'm unfamiliar with that contract, that would

936 that...

Gary Hamilton: Just so I understand Jim, you're going out for three pricings: one for the technology; one for the people; and then one for the gate access or for the gate maintenance.

 Jim Ward: Gate maintenance yes, but I will tell you because I've done this before, the gate maintenance is like, you know, dollars and cents kind of numbers. They're much lower than that doesn't really need to be bid. It's just we have to pick the vendor and doing that I don't need board approval for that part of it because it's kind of very tiny, but Vickey and I will give you the vendors information, and the pricing schedule and you'll have that but it doesn't require board action on that specific piece of it. The other two pieces I would like to make sure you get in front of you and have board action on those two items.

Vickey DeLuca: If we send it out mid-August, should we look at moving the September board meeting a week later? Because the second is the day after Labor Day, and the master HOA will have just been put in place. I'm just trying to look at a calendar and logistically look at what makes sense here.

Gary Hamilton: Yeah, I think so. I mean I won't be if it's on September 2nd, I'll be virtual because that's Labor Day weekend.

Jim Ward: Okay, we'll coordinate schedules but we'll try for maybe...

Vickey DeLuca: Denise won't be here either Jim. So, we might as well just move it a week later, you know.

Jim Ward: Probably have to move it and try to move it to maybe the tenth of September, if that works with everybody's schedules. I know the HOA said their clubhouse is closed on Fridays, and I'm traveling I know the ninth and the eleventh, so, probably the tenth would be a good date. Does that seem to work on everyone's schedule?

Vickey DeLuca: Yes.

Jim Ward: Okay, so let's try for the tenth with everyone's schedule. Cori, you'll have to get a hold of Tara, to make sure her schedule is free for that date. So let's try for ten o'clock on the tenth. You'll coordinate with Tara, please, and then Vickey, you and I will need to be ready cause the agendas have to go out no later than the third. So, we've got to be finished with everything, literally by the twenty second of August in order for us to get an agenda package ready.

Vickey DeLuca: You can give them, we can put it there but can we...do we need final pricing from the vendors back by the twenty ninth, twenty first or twenty second. I'm just trying to logistically look at...

Jim Ward: We need to get packages back from the vendors. I would like the twenty second, but if it drops into the twenty fifth or something I'm good with that. And then we need to, you know, I need a few days in order to get this evaluated and scheduled correctly so we can post an agenda on the third and not kill Cori and the rest of my team.

Vickey DeLuca: Cori is going to send those dates.

Denise Blakely: Quick question I don't know if we could discuss this later or whatever, but on the personnel for the guard shack, is it even necessary to really have someone there? Cause to me, I mean maybe I'm not twenty four seven, but to me it seems like you have more of a chance of people arguing with the guards saying you need to let me in, where if they're not even there, there's not going to be anybody for them to argue with and they wouldn't even be able to get in.

Jim Ward: I'll answer that question directly so to the extent if there's nobody there, you have to open the gate. I mean that you just have to open it because you can't deny access period. So yes, you need the guards, they need to be there.

Denise Blakely: So, virtual in our situation you can't do virtual.

Jim Ward: Yes.

Gary Hamilton: No, you know, because hopefully enough people know Matt that they can just go in. When they see that when they see the guard there and they're like, oh, it's a guard there I'm not going in are you going to like, hey guy, look at the house right? Oh, you have a. Oh, ok, you need to turn around and turn around, right? Okay. I mean, it's just a little. It's a visual. Yes.

 Jim Ward: A good idea you can do this extraordinarily professionally with good guards and a good system that doesn't violate the federal laws and doesn't, you know, deal with any tax issues we have with those, with our existing bonds. I think you can do a great job with this, with the system that Vicky has looked at and with a very professional guard system out there, I think it will work extremely well for you all.

Vickey DeLuca: Greg, a question here - they call them gate agents. They do not call them guards. They took guard uniforms away and they put them in polo shirts that say, you know, that are not security, because, in our declaration within heritage landing and that's why it's called community access and they're called gate agents. And just from a legal standpoint, because our declarations are very clear that heritage landing does not have security, we are not responsible for security. I just wanted to make sure from a legal standpoint, if there's like when we put out gate agents, that's not a guard.

Jim Ward: I agree. I know we're not going to call them security agents or guards security

people are guards or something. We have to come up with a more, a better description of what they need to be called and, we can do that offline on here, I literally haven't thought about what to call them, but we can think about that for right now and then anybody who has any ideas, you know, please let me know and we'll kind of figure out what's a best way to do that kind of thing.

Greg Urbancic: And just to add, I'm I am familiar that the most HOAs will call it access control or privacy control or something to that effect. I agree with Jim, we'll come up with something that that is a little, you know, general in a sense. I mean because at the end of the day, you know, there, they're going to be operating the gate and controlling access. But ultimately to the extent we ever need police powers, that's not something we can act on and or we can enforce statutorily, we have to engage local law enforcement to do that. So, I think coming up with a more general name is probably prudent.

Vickey DeLuca: Yes, I just wanted to share that with everybody just because I can't talk to them.

Jim Ward: If anybody wants to provide an idea, please do so. Okay, any other questions from anyone? Are you guys all set? Okay, we will move on this road and try to get an award ready to go for the September meeting for an October 1st start date, that is a very aggressive schedule by the way, but let's we're going to try to get this done. And personally, I would like to thank Vickey, she did an absolutely great job in helping get us this far the programs that she looked at I thought were actually phenomenal. So, congratulations.

Jim Ward: Okay, if there are no other questions, a motion to adjourn would be in order.

Cori Dissinger: Jim we have questions.

Jim Ward: Okay. Go ahead.

Gary Hamilton: So, I'm curious about who owns or is responsible for the entrance lights?

Vickey DeLuca: We will be.

Gary Hamilton: We will be. How do we go about being we will be and does that, when does that occur? Because right now for the past, and I can tell you six weeks they're not on, they weren't on the night before last when I came home, you go five minutes to do communities over here. Those are bright, they're shining, you drive by here, it looks like nothing.

Robert Brady: Whoever owns them needs to get them fixed.

Vickey DeLuca: So, we talked to Mary yesterday and the wiring underground was eroded, which is all replaced, the glass was replaced, and they went to turn them on and the lights are all damaged. She went to get the lights put in, and the results makes her get three bids.

She has two bids already. She has the one that was originally there. She got Angelo who has done some of ours in the community and she needed a third bid. I gave her two names yesterday to get that third bid. Those lights should be Lennar's responsibility to get them done, Gary. Once they get done, we have them in our budget and we also talked about lighting the back entrance and we put that Jim put that in our budget too, to do better lighting out back.

10741075

Gary Hamiliton: So, it will be the CDD's responsibility once Lennar turns them over, which will be on August 29th, right?

10771078

1076

Vickey DeLuca: Right. We're just letting them finish it. And then, because I asked Jim, can I get some bids and he said let's get through our big rocks that we have, meaning the drainage...

108010811082

1079

Gary Hamilton: Yeah, it's just so many people out there complaining about it. I mean it's a physical thing where the drainage is something that's non-visible and I get that the drainage is very important, don't get me wrong here, but that that's a big visual thing.

1084 1085 1086

1083

Vickey DeLuca: They're all up-draft lights. The ones he's talking about that's lighting like the Heritage Landing sign.

1087 1088

Denise Blakely: Oh, yes – the entrance.

108910901091

Vickey DeLuca: Hey Jim, I think I hear Gary volunteering to take on the landscape lights.

1092

1093 Jim Ward: Have at it, Gary.

1094 1095

Gary Hamilton: I'm looking for something to do.

1096 1097

Jim Ward: You know, there are words I use a lot, so let it be written, so let it be done. Go ahead. You're good to go.

109810991100

Vickey DeLuca: You reach out to Jim.

11011102

Gary Hamilton: I've got a lot of homework to do now.

11031104

Jim Ward: There's so much to do and a lot of homework right now to get done. We're trying to tackle them one, one job at a time. It's a really big job. at the moment.

110511061107

1108

1109 1110

1111

Gary Hamilton: Alright, so my next one. This is a big thing that we've been talking about this, you know, I'm still serving on the finance committee and the legal committee, is the wells. Who owns the wells and who's going to be responsible for the wells, part A going into the future and so there's six of them, I believe, and the golf course uses two of them. Does the golf course own two wells? Does the CDD? Does Lennar? Who gets them?

1114

1115

11161117

1118

11191120

1121

11221123

1124

1125

1126

11271128

1129

1130

1131

1132

Jim Ward: If you can say this is screwed up, that's probably an understatement. So the permits for the withdrawal from the water with the regulatory agencies are in the name of the community development district. Ultimately, the CDD has responsibility for ensuring compliance with that particular regulatory permit. The other side of the coin is who owns what is and where the easements are with respect to the wells or who owns the land underneath them, where the wells are located or there are also what are called monitoring wells on site that monitor how much water is the depths of the aguifer itself. All of which needs to be reported. Who owns that underlying fee title land, it's all over the place. So, the final piece of the puzzle is there is a Plat that is in the middle of being reviewed by the County that should be recorded within the next two or three months that clears up all of the landownership, clears up the easements of where all of these facilities are, including these wells, the monitoring wells and all of that stuff. Once that is cleared up, the intent is to get an engineering review of the wells themselves and the monitoring wells, the intent is for the district to pick that up in terms of maintaining those pump houses, etc., the well systems and the monitoring wells and getting reporting in place necessary to keep the regulatory permits up to speed. We are months away from getting all of that work done simply because the permits, the plat's not done and all of that is not finished at this point. I've been having regular conversations, and as has Tara, with Atwell on this particular issue. We know where it is, we know there are problems, but at the end of the day, you're just going to have to give us a few more months in order to get that completed, but there is a plan in place to move that process forward. If that helps.

113311341135

1136

11371138

1139

Gary Hamilton: My point was that there are six wells, who owns them on being, I understand what I just heard is the CDD with more than likely own them. There's 24 pumps in our community, those things break down and they can be very expensive, are we, do we divvy up if the golf course is using two of those wells to water their golf course, do we maintain their pumps and their wells if they're a separate HOA entity making money on their own?

114011411142

1143

1144

1145

11461147

1148

Jim Ward: I don't know the answer to the question just yet. I think we need to get through step one, which is who owns all of this stuff, what its status is, where the easements are or the ownership is, and then we can make a decision on, you know, whether that is going to have to be maintained by the CDD or we have to do an agreement with the golf course for maintenance of those pumps or there are a number of alternatives that we can do, but until we figure out exactly who's going to own all of this stuff and where it all is and who paid for it, that process is still in...I'm still in the process of kind of trying to figure all of that out and it's going to be another probably sixty days before I get there with all of that.

114911501151

Vickey DeLuca: Gary, we can work with Jim. Just contact him directly.

11521153

1154

1155

Gary Hamilton: Sure. It's Thursday and I can only imagine, I'll work with you, and like I said, I don't want too much homework here with it. One other thing is the CDD owns the streets. The water and sewer that goes down, there is a gutter – if you will- on either side of the

street that is made of cement that leads up to people's driveways. Some of those are chipped out pretty badly and cracked. Who owns that? Is that a Lennar warranty item or is that a CDD responsibility.

115811591160

11611162

11631164

1165

11661167

11681169

1170

11711172

1173

1174

11561157

Jim Ward: So, the curb and autter that's on either side of the street is owned by the community development district. We do need to work with Lennar right now to see if they can repair some of the problems that are with the streets themselves or with the curb and qutters and I know that is an ongoing discussion that at Atwell is having with Lennar at this point in time, that's not completed at this moment in time, but the CDD does own them. Driveway access, for example, so if you're going into a multi-family site and they have curb and gutter on their side of the roadway, some of those roadways, the district has easements to them for purposes of access, but the actual maintenance of the road and curb and gutter to the extent there is curb and gutter on those multi-family sites would be their responsibility for ownership for maintenance part purposes. So, the main road itself and the curb and gutter is us, we do know that we're working with Lennar to try to fix some of those issues that we think are development related items and then roadways that are connecting to our roadway systems specifically for multi-family, they get to own and maintain them. The only caveat to that is, I will tell you, some of those streetlights down those roads are Flower Power & Light's and are in the CDD system. Some are not. It's a little convoluted, but that's what it is.

117511761177

1178

11791180

1181

Vickey DeLuca: Related to the curb, I have walked what has not been lifted. I think from Cherry Blossom all the way around to hole seven to look at the sidewalks before they do the final lift and I'm about ready to send Jim a report. There's only about twelve areas that need to be fixed. If you walk around, Lennar has gone and fixed a tremendous amount of them in the past.

11821183

Gary Hamilton: Sidewalks?

11841185

Vickey DeLuca: Sidewalks. I also went back to where there were complaints about whatever the street break is with all the townhomes.

118611871188

Kathi Burke: Poppy Field.

1189 1190

Vickey DeLuca: I went and walked Poppy Field this morning and all the Poppy Field was fixed. So, again, just saying if you want to go get a list and I'm going to get the list on the sidewalks to Jim before they do the final lift.

119211931194

1191

Gary Hamilton: I'm not talking to the sidewalks. I understand what you're doing, but I could do the same thing.

119511961197

Vickey Deluca: Give Jim a general list and I just took pictures of it and put the house number on where it was because that gives him something to go back to Lennar about.

11981199

Denise Blakely: And they are slowly repairing parts of the road, like curves in the road over by where the lift station is, they just busted out there. They did...forget what street it is, but they're slowly repairing parts of the roads.

Vickey DeLuca: It was good because I heard how bad the sidewalks were and I don't know if they changed on the back section of the development, but Basswood and Bonsai, they have no issues whatsoever with any the sidewalks that they just put in. So, I don't know what changed. Scarlet Oak, I mean, there are no issues. I'm happy about it.

Kathi Burke: There are still issues along Long Meadow...

1211 Vickey DeLuca: I was looking at what hasn't been fixed.

Kathie Burke: Some of them were fixed recently, but a lot of them were not. And that's strange to me because you can see it needs to be.

Gary Hamilton: Somebody had mentioned that, and I've ridden along there too. Some big chunks taken out of that they had sent them over and said Lennar's got them all marked out here to all be taken care of them, came back and said, Hey wait a minute, there's no markings on any of this over here, and then I started thinking I'm like, well, wait a minute. Who owns that? And if that's a CDD issue, I can help in depth not that I want another one but I can help there.

Vickey DeLuca: Well, we can help turn it over to Jim to make sure it's fixed and on the list before the 29th comes. So, that's why I wanted to get this whole back section done. I couldn't do anything with what's already been lifted, but I did go back to Poppy Field because there was a gentleman here complaining at the last meeting and I wanted to see, since I was looking at sidewalks with him.

Gary Hamilton: I don't want to take up too much time here to go to one last question. I think this one here speaks to Jim. During the Lennar turnover, I've been doing some research for the finance committee on the GAP audit that we will have to do that it's not really forensic people just call it a GAP audit. Are we going to, as a CDD, do the same thing for assets being turned over from Lennar to CDD and specifically requesting that we have the right to access the audit that they provide us because if we don't do that, what I've been told by one of the CPA firms that I spoke to that they will not have to give you that. So, where are we in that transition that's coming up here pretty soon?

Jim Ward: So, CDDs are you know, governmental agencies in general and don't operate anything like an HOA does, the assets that we already own, to the extent, you know, when they were constructed and built and then they were acquired from Lennar, there was an engineering certificate that says they were built in accordance with the plans and specifications and they were acceptable to be owned, you know, we, we took title to those things and they belonged to the CDD. So, we don't do an audit. It's not required to be done,

and even if you did it, there's nothing - it's not a turnover process. We already own these facilities. For example, the roadways, the, you know, your whatever they maybe, your entire water management system, the bridges, all these things are already owned by the CDD. Governments don't do audits because we already own them. So that's not something we would normally go through and do.

Gary Hamilton: Turnover to us, meaning the wells, that Lennar when they turn them over to us, they turn them over to us in a good operating condition versus us having to go out to spend a couple hundred grand to fix them.

Jim Ward: Yes too I mean to the extent that there is something that needs to get turned over that hasn't been done at this point, whatever that maybe, and as I said, I don't know the specific answer about whether the district paid for the well or not, let's just assume we did not, for example, in your scenario, then yes, we would make sure that the well was built in accordance with the engineer's design specifications, it was constructed correctly. We would get a certification from the district engineer that this is true, and it's acceptable for us to take ownership of that. That's the process we would go through to do that.

Denise Blakely: After our last meeting, we were discussing the roads what's owned by the CDD and what's not, and it was brought up that the Terraces, that the condos should own their own roadways and it was brought up one of the major reasons was the Terraces have carports out there. And then if the CDD took on their roadways that we would be responsible for the carports also. So, I walked around and the carports are actually on cement pads. They're not part of the blacktop like the rest of the roadways are. So, I mean, there should be no reason that the roadways throughout the whole community couldn't all be owned by one entity instead of piecing off different parts of the road and saying, you own this, and you own this and...

Gary Hamilton: I'm not sure, but I think this was brought up and they said if the CDD took it over right now we have certain parking spots that are guaranteed, it would be a free for all that anybody could park in any spot over there and that would take away that person's spot.

Denise Blakely: But the parking spots are the black top area. The CDD could take over just the black top area, the parking spots are cemented areas where the carports are. So, we wouldn't necessarily take over the cemented areas, we would just take over the black top areas, so when a lift goes through, we could re lift the whole entire community instead of saying we are going to re-lift this, but not this street or that street, you know, because it is totally, totally separate. Just a thought.

Jim Ward: Okay. Any other questions? If not, I want to give you guys an update on one issue. The bridges, which I want to blow up at the moment, but we will get past that issue. As I mentioned to you, I think a couple of months ago we were having an issue with the vendor and the people which I thought was going to be resolved, and that has not been resolved, at this point in time. I'm moving down another path. So, we have been able to locate the

vendor who actually built the bridges back in 2003 or 2004, whenever it was. So, we're going through a process now where we are putting a request for proposal out on the street to restore the bridges in a slightly different method than we originally intended to do. That will be, I hope ready for you at your September meeting, or with any luck at all, your August meeting if we have one of those, but I wanted you to know that. am, I don't have final numbers yet on what we think it's going to cost to do that, but at the end of the day, I don't want you to be shocked. It's going to be a very big number, but we're, you know based on what we know about those bridges they were, as I said, they were built in 2003 or 2004, and the shape of the bridges with respect to the wood itself is in some pretty bad shape. So, the intent is to replace all of the wood structure, all of the wood on the bridges including the driving side of the of the bridges and the walkway side of it and the railings, etc., is intended to be all replaced with a material that should last us another thirty years at this point. That is the intent, but as I said, we'll just have to just stay tuned for right now until we get through the full bidding process and spec process to get this out to bid again. So, just wanted to give you that information.

Vickey DeLuca: Could you put together a paragraph to send out under your name again to Mary to give everybody an update, because we all get asked questioned about what's the status of the bridge and just again the vendor is not able to perform and it needs to go out to Bid again.

Jim Ward: Yes, I'm happy to do that.

Vickey DeLuca: Appreciate it. I know we all get questioned about what's going on with the bridges, anytime we go anyplace.

Jim Ward: I agree with you. Anyway, we will get that out. We will get that ready and out to you.

Vickey DeLuca: Gary, if you can take care of the wells, I'd be happy to do the landscaping and security will go away. So, I'd be happy to do that. I already told him I'd work. But the wells are the big project.

Gary Hamilton: Yeah, I'll take care of it. I'll do the wells, you've got to get the electricity up and on.

Vickey DeLuca: I'll have Mary talk to Lennar. We'll get security out and then. I really wanted to make sure it just I talked to Jim because we've got a budget I really want to make sure it's there when we hit daylight savings time in November, meaning on the back entrance.

Jim Ward: Any questions from the board? Any other questions from the audience? Any other questions?

Cori Dissinger: Ms. Burke, do you have any other questions?

| 1332 | | |
|------|--|--|
| 1333 | Vickey DeLuca: Kathi? | |
| 1334 | • | |
| 1335 | Cori Dissinger: Jim, we have none. | |
| 1336 | 50 <u>50</u> | |
| 1337 | Jim Ward: Okay, if you're ready, a motion | n to adjourn would be in order |
| | Jiii Wara. Okay, ij you re ready, a motion | i to dajoarri wodia be ili order. |
| 1338 | Danies Blakely Olem, meeting to adjacen | |
| 1339 | Denise Blakely: Okay, motion to adjourn. | |
| 1340 | | |
| 1341 | | |
| 1342 | | |
| 1343 | • | Modules – Chris Carr unable to make presentation in |
| 1344 | person; however, a video link was provided | to the Board for their viewing and review. |
| 1345 | | |
| 1346 | | |
| 1347 | FOURTH ORDER OF BUSINESS | Staff Reports |
| 1348 | | |
| 1349 | I. District Attorney | |
| 1350 | | |
| 1351 | No report. | |
| 1352 | | |
| 1353 | II. District Engineer | |
| 1354 | | |
| 1355 | No report. | |
| 1356 | | |
| 1357 | III. District Manager | |
| 1358 | | |
| 1359 | a. Important Board Meeting Dates for Balance of Fiscal Year 2025 | |
| 1360 | 1. Next Meeting August 5, 2025 | |
| 1361 | b. Financial Statement for period ending Ma | |
| 1362 | c. Financial Statement for period ending Jur | ne 30, 2025 (unaudited) |
| 1363 | | |
| 1364 | | |
| 1365 | FIFTH ORDER OF BUSINESS | Supervisor's Requests |
| 1366 | | |
| 1367 | None. | |
| 1368 | | - • • • • • • • • • • • • • • • • • • • |
| 1369 | SIXTH ORDER OF BUSINESS | Public Comments |
| 1370 | | |
| 1371 | Public Comments: - Public comment period is for items NOT listed on the agenda, and comments are | |
| 1372 | limited to three (3) minutes per person and assignment of speaking time is not permitted; however, | |
| 1373 | • | e time for the public comment period consistent with |
| 1374 | Section 286.0114, Florida Statutes | |
| 1375 | | |
| 1376 | None. | |
| 1377 | | |
| 1378 | | |

| 13/9 | | |
|------|--|--|
| 1380 | SEVENTH ORDER OF BUSINESS | Adjournment |
| 1381 | | |
| 1382 | Ms. Blakely adjourned the meeting at a | pproximately 11:15 a.m. |
| 1383 | | |
| 1384 | On MOTION made by | Denise Blakely, seconded by Gary Hamilton, and |
| 1385 | with all in favor, the m | eeting was adjourned. |
| 1386 | U- | - |
| 1387 | | |
| 1388 | | Tern Bay Community Development District |
| 1389 | | |
| 1390 | | |
| 1391 | | |
| 1392 | | |
| 1393 | James P. Ward, Secretary | Tara Brady Chairnerson |



Visitor Management

Enhance your communication and visitor experience by providing tools to your owners, tenants, & staff to quickly & efficiently manage guest and vendor lists & the check-in process, whether onsite or remote.



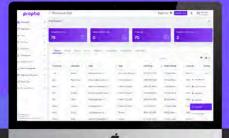
Bluetooth Access Control For Doors & Gates

Property managers, are you fed up with the hassle of lost, loaned, or cloned fobs & access cards? Switch to Bluetooth Door & Gate Access for a seamless & secure solution!



Intercom Systems

Transition away from outdated or expensive call units to Proptia's advanced software-enabled visitor kiosks. Our systems come fully equipped with seamless integration of License Plate Recognition (LPR) & Access Control, providing a cutting-edge security experience that is both cost-effective and reliable.





Resident EZAccess

A cost-effective solution for budget-conscious customers to deploy mobile access control. This eliminates the need for physical fobs & transponders, reducing hardware requirements.



Enhance Security Operations

for HOAs, Gated Communities & Multi-Family



License Plate Recognition

Automate record keeping, capture make, model, color, image, and style of every vehicle coming and or going. LPR can also be used as a method of access for both residents & visitors alike.





The fastest-growing security operations platform for HOAs and Clubs

Proptia delivers cutting-edge security solutions through our premier SaaS platform. Proptia is meticulously crafted for property managers, developers, and building owners, providing a robust, integrated suite of security features. Key offerings include advanced access control, streamlined visitor management, convenient Bluetooth entry, and sophisticated license plate recognition systems for secure vehicle access and identification.

Discover more at www.proptia.com.



Trusted By Forward Thinking Managers and Developers

Brookfield



TaylorMorrison.







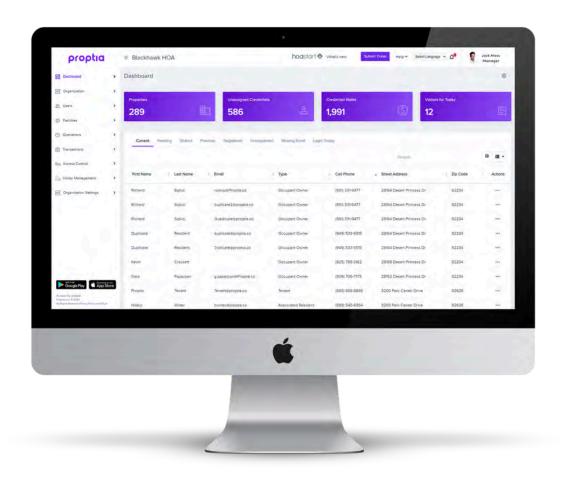






000

Proptia takes what are typically disparate systems and brings them together into one powerful, scalable, and user-friendly software suite that helps property owners and managers, secure, operate, and manage residential and commercial properties.



- Gatehouse Visitor Management
- Access Control
- License Plate Recognition
- License Plate Visitor Access
- License Plate Resident Access

- Mobile Device Access
- Vehicle Identification
- Member Management
- Vendor Management
- Third-Party Facility Management

Newport Coast Master



Monarch Beach



Bay Point



Hidden Hills



Emerald Bay



Hillendale



Belmont Country Club



Rolling Hills Country Club



North Beverly Park



The Traditions



Stone Hill



Bella Vista



Raveena Golf Club



Seven Lakes



Emerald Bay



Hillendale



Shady Canyon



Del Webb





Gatehouse Visitor Management



Owners, tenants, and staff can quickly and efficiently manage guest and vendor lists and the check-in process, whether onsite or remote. Proptia is a visitor management software that makes the entire process smoother and more intuitive without sacrificing security—giving you the best of both worlds.

- Manage Temporary and Permanent Visitors
- Web and Mobile App Guest List Management
- Integrates with License Plate Recognition
- Send digital ePasses with specific day and time perimeters
- Guard and Lobby Dashboard with offline capabilities notified when your guest arrives via text message ifications
 d more...



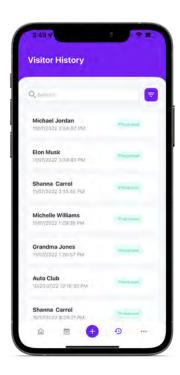


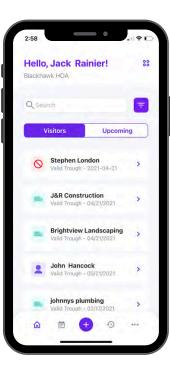
Residents Manage Their Visitors

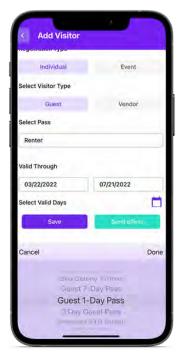
Residents can manage their guest and vendor lists directly from the Proptia Mobile App. Visitors can receive QR codes and or unique access code invites on their smartphones to allow entry for a pre-defined number of entries and specific days and times. Admins control pass types available to be issued by residents.

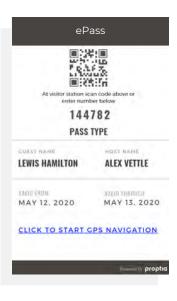
ePasses provide a trackable, more secure, and convenient way to manage visitor entry and are simple for visitors to utilize.

- Add temporary or permanent visitors and vendors
- Text and or Email visitor ePasses
- Restrict visitors
- Add incidents and service requests
- Add events and parties











Access Control

Whether at your desk or on the go, Proptia will enable you to have your finger on the pulse of your residential gate access control system with physical access control from anywhere. That's the power of having a cloud-based suite—everything you need is in one place, ready to be accessed anytime at your convenience.

- Automatic Move-in and Move-out Credential
 Management
- Smartphone Mobile Credential compatible
- Control Access to perimeter gates and amenities
- Manage permissions to accommodate different levels of access to your community
- One-Time and recurring Calendar Actions and much more...













Transponders

Smartphone Access

Key Fobs

Proximity Cards

Remote Controls



License Plate Recognition

Security, safety and value is at the heart of property management. But given how many cars enter and exit a residential community, how can you keep track of each and every one of them? With Proptia's Automatic License Plate Recognition system, you can wave goodbye to manually logging of car plates. A high-speed camera and sophisticated software capture license plates, and vehicle, make, model, color, and type in real-time with outstanding accuracy.

- Industry-leading accuracy
- 1 Instantly Capture Make, Model, Color, and Type
- O Capture Plate and Vehicle Image
- Accurate and detailed reporting
- Know who came in but hasn't left yet
- Searchable vehicle database
- Syncs with Visitor Management System
- On-premise reporting





Bluetooth Credentials

Discover the future of security with Bluetooth door access and gate access solutions from us. Ideal for everything from high-rises to expansive gated communities, our innovative systems provide smooth entry, ensuring you never have to worry about lost keys or unauthorized access. With our Bluetooth technology, you can

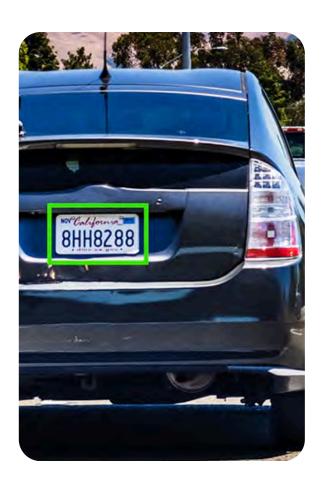
- Control access through your smartphone
- Ensure secure and encrypted entry
- Enjoy hands-free convenience
- Manage access remotely



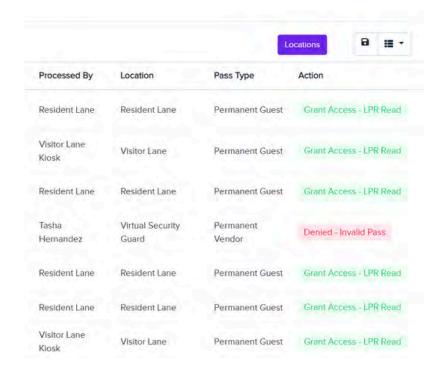




License Plate Visitor and Resident Access



- Use License Plate as a Credential
- Do away with the hassle of managing physical devices
- Quick and simple resident activation
- Custom Access Levels
- Allows Temporary and or Permanent visitor and vendor access via their license plate

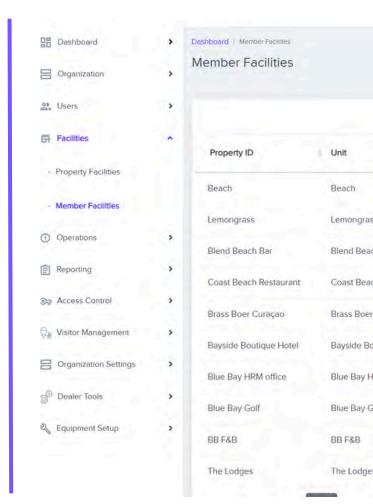




Third-Party Management

Allow shared access and data with third-party entities e.g. restaurants, golf clubs, country clubs and more...

- Manage access to interior third-party properties, facilities, and events such as golf clubs, restaurants, weddings, beach clubs
- Share select access and data to third-party users and staff members
- Differentiate between resident visitors vs visitors of third-party entities
- Ability to issue unique passes and or wristbands for access to select locations and events



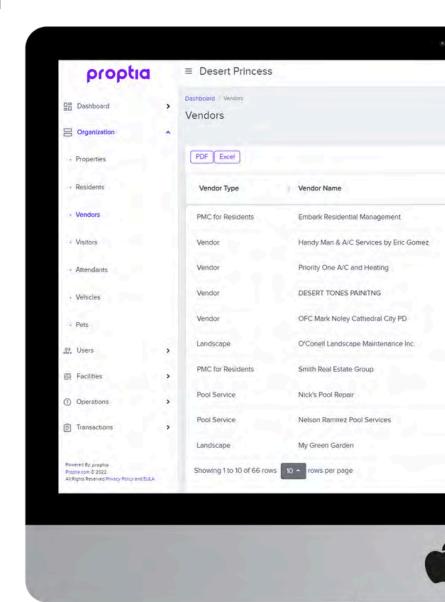






Vendor Management

- Keep track of and manage vendors, vendor employees and vendor vehicles
- Assign vendors to specific properties and facilities they service
- Allow vendors limited access to software
- Vendor status and payment tracking
- Vendor credential management





Short-Term Rentals

Proptia allows you to keep your arms around resident and third-party short-term rental operations. Residents can allow third-party management companies to access their account to add guests. Management can classify what properties are short-term rentals and dictate the types of passes that can be issued by users associated to that property

- Limit STR properties to specific Pass-Types
- Prohibit double bookings
- Track fees and revenue associated to visitor access and bookings
- Allow limited access to third-party property managers







Remote Guarding and Visitor Management

Ovirtual gate guards use both video technology and audio systems to assess every visitor to each community entrance and exit point. As any vehicle or pedestrian approaches an access point, it will encounter a security kiosk that is equipped with high definition cameras and two-way audio communications. The guest will be greeted by a virtual guard and will be permitted access to the gated community after a thorough verification of his identity.



- Fast, secure access control (leading to more happy community residents)
 - A team of security experts who are supervised and
- monitored for quality (so you're confident your community is being proactively guarded 27/7)
- Secure records of each interaction with 100% accuracy (so you can be confident you're covered and your valuable assets are safe)
- Complete control for you and the homeowners over visitors' identity (so residents feel safe)
- Live security experts if someone needs help getting access (so it's fast and seamless)







Gate Intercoms

The 2N IP Style intercom is a cutting-edge communication solution that offers a plethora of benefits, features, and highlights for modern HOAs. With its sleek design and advanced functionalities, the 2N IP Style intercom provides seamless communication, security, and convenience.

- ePasses
- Bright Touchscreen
- Easy to navigate
- Rugged Outdoor Rated











And More...

- Ticketing System
- Keep Track of and Manage Vendor,Vendor Employees and Vendor Vehicles
- Incident Reporting
- Service Requests with CustomizableCategories and Topics
- Email Messenger
- Custom Roles and Permissions
- Manual Door Controls
- Scheduled Hold Opens
- Visitor Processing Kiosks



Schedule a Demo Now To See how Proptia can Upgrade Your Community to a Smart Community



ASSIGNMENT, ASSUMPTION AND AMENDMENT TO ACCESS CONTROL SERVICES AGREEMENT

| THIS | S ASSIGNMENT | r, assumpti | ON AND | AMENDMI | ENT TO A | ACCESS | CONTROL |
|---------------|---------------------|------------------|--------------|------------|--------------|------------|--------------|
| SERVICES | AGREEMENT | (this "Assign | iment") is | entered in | nto as of | this | day of |
| Mr. 182.10 | , 2025 | 5, by and amor | ng HERITA | GE LAND | ING MAST | TER ASSO | OCIATION, |
| INC., a Flori | da not-for-profit c | orporation ("As | signor"), TE | RN BAY C | COMMUNI | TY DEVE | LOPMENT |
| DISTRICT, | an independent | special district | established | pursuant t | to Chapter | 190, Flor | ida Statutes |
| ("Assignee"), | and RAMCO F | PROTECTIVE | OF ORLA | NDO INC. | ., a Florida | corporatio | on ("Service |
| Provider"). | | | | | | | |

WITNESSETH THAT:

WHEREAS, Assignor and Service Provider entered into that Access Control Services Agreement dated August 1, 2024 for the provision of certain access control solutions, including access control officer services within the Heritage Landing Golf & Country Club community (the "Agreement"); and

WHEREAS, Assignor and Service Provider have renewed the Agreement for an additional one-year term pursuant to the terms of Section 3.03(b) of the Agreement; and

WHEREAS, Assignee has agreed to assume the responsibility under the Agreement relating to access control within the Heritage Landing Golf & Country Club community covered therein. Accordingly, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, the rights and obligations of Assignor under the Agreement as of the Effective Date (defined below), pursuant to the terms and conditions set forth herein, and Service Provider hereby consents to the assignment of the Agreement; and

WHEREAS, in connection with the assignment of the Agreement from Assignor to Assignee, Assignee and Service Provider desire to amend the Agreement as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. <u>Effective Date</u>. This Assignment shall be effective on _______, 2025 ("Effective Date").
- 3. <u>Assignment.</u> As of the Effective Date, Assignor hereby sells, assigns, conveys, grants and sets over unto Assignee, all of Assignor's right, title and interest in, to and under the Agreement including, without limitation, all rights and obligations set forth therein. Assignor represents to Assignee that as of the date of this Agreement Assignee is not in default under the Agreement and all payment obligations of Assignor under the Agreement are current. Assignor is responsible for all charges under the Agreement through the Effective Date.
- 4. <u>Assumption</u>. As of the Effective Date, Assignee hereby assumes and agrees to observe and perform all of the obligations and duties of Assignor under the Agreement to be observed, performed or discharged on, or relating to, or accruing with respect to the period after the date of this Assignment.

- 5. <u>Consent by Service Provider</u>. Service Provider hereby consents to the assignment of the Agreement from Assignor to Assignee as set forth in this Assignment and agrees to the amendment of the Agreement as set forth herein.
- 6. <u>Amendment to Agreement</u>. Section 3.03 of the Agreement is amended such that either Service Provider or Assignee may terminate the Agreement without cause and for any reason by providing sixty (60) days advance written notice to the other party ("<u>Termination Notice</u>"). Assignee shall be responsible for payment of all services provided by Service Provider through the date of termination.
- 7. <u>Pricing Schedule</u>. Service Provider and Assignee acknowledge and agree that the base hourly rates for on-premise roles as set forth in Exhibit "A" to the Agreement are the current rates in effect and Service Provider has not implemented a rate increases pursuant to Section 2.02(e) of the Agreement.
 - 8. <u>Deletion of Section 3.15(b)</u>. Section 3.15(b) is hereby deleted in its entirety.
- 9. <u>Additional Terms</u>. The additional terms and conditions as set forth on the <u>Addendum</u> attached hereto are hereby incorporated into this Assignment and the Agreement in their entirety.
- 10. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to the conflicts of laws or choice of law provisions thereof. Venue shall lie exclusively in Charlotte County, Florida.
- 11. <u>Binding Effect</u>. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 12. <u>Counterparts</u>. Executed counterpart copies of the original of this Assignment shall be treated as if the original were so executed and shall bind the executing party with the same force and effect as the original.

{Remainder of page intentionally left blank. Signatures appear on following page(s).}

IN WITNESS WHEREOF, Assignor, Assignee and Service Provider have each caused this Assignment to be executed by its duly authorized signatory as of the day and year first above written.

| | ASSIGNOR: |
|--------------------------|--|
| | HERITAGE LANDING MASTER ASSOCIATION, INC., a Florida not-for-profit corporation By: |
| | Name: Matthew Koratich |
| | Title: President |
| | |
| | ASSIGNEE: |
| Attest: | TERN BAY COMMUNITY DEVELOPMENT DISTRICT |
| | Ву: |
| James P. Ward, Secretary | Tara Brady, Chairperson |
| | Address for Notices: Tern Bay Community Development District c/o JPWard & Associates, LLC Attn: James P. Ward, District Manager 2301 Northeast 37th Street Fort Lauderdale, FL 33308 Email: jimward@jpwardassociates.com |
| | SERVICE PROVIDER: |
| | RAMCO PROTECTIVE OF ORLANDO INC., a Florida corporation By: |
| | Name: Corey Negri |
| | Title: President |

Addendum

- E-Verify. The Service Provider shall comply with all applicable requirements of Section 448.095, Florida Statutes. The Service Provider shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Service Provider enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide the Service Provider with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Service Provider shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(e). Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(1)(f), Florida Statutes. If the Service Provider has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then the Service Provider shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of the Service Provider knowingly violated Section 448.095, Florida Statutes, but the Service Provider otherwise complied with its obligations hereunder, District shall promptly notify the Service Provider and upon said notification, the Service Provider shall immediately terminate its contract with the subcontractor. Notwithstanding anything else in the Agreement to the contrary, District may immediately terminate the Agreement for cause if there is a good faith belief that the Service Provider knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District. Pursuant to Section 448.095(5)(c)(3), in the event of a termination hereunder, the Service Provider shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement. By entering into the Agreement, Service Provider represents that no public employer has terminated a contract with the Service Provider under Section 448.095(5)(c)(3), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with the Service Provider.
- Public Records. Service Provider understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Service Provider agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. The Service Provider acknowledges that the designated public records custodian for the District is James P. Ward ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Service Provider shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Service Provider does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in the Service Provider's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Service Provider, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Service Provider to comply with Section 119.0701, Florida Statutes may subject the Service Provider to penalties under Section 119.10, Florida Statutes. Further, in the event the Service Provider fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JAMES P. WARD, TELEPHONE: (954) 658-4900, EMAIL: JIMWARD@JPWARDASSOCIATES.COM, AND MAILING ADDRESS: 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308.

- 3. Payment. The Service Provider shall maintain records conforming to usual accounting practices. Invoices are due and payable within forty-five (45) days of receipt by the District and such written invoices shall include such supporting information as the District may reasonably require the Service Provider to provide.
- 4. <u>Anti-Human Trafficking Affidavit</u>. In accordance with the requirements of Section 787.06(13), Florida Statutes, the affidavit attached hereto as <u>Exhibit "A"</u> shall be completed by Service Provider at the time of execution of this Agreement or any renewal thereof.

Exhibit "A" to Addendum

Affidavit of Compliance with Anti-Human Trafficking Laws

| State of FLORIDA | |
|--|---|
| County of Lee | |
| PROTECTIVE OF ORLANDO INC., a Flor penalty of perjury that, the Contractor, to the b | , Florida Statutes, the undersigned, on behalf of RAMCO rida corporation (the "Contractor"), hereby attests under sest of my knowledge and reasonable belief, does not use on 787.06, Florida Statutes, entitled "Human Trafficking." |
| The undersigned is authorized to execute this af | fidavit on behalf of the Contractor. |
| | Signature Printed Name: Contractor: RAMCO PROTECTIVE OF |
| ORLANDO INC., | Contractor, RAINICO PROTECTIVE OF |
| | a Florida corporation Date: 7-23-25 |
| | Dutc |
| notarization, this 23rd day of | of RAMCO PROTECTIVE |
| Notary Public State of Florida Joseph Cuce My Commission HH 640287 Expires 6/6/2029 | Notary Public |

ACCESS CONTROL SERVICES AGREEMENT

This Access Control Provider Agreement (this "Agreement") dated as of August 1, 2024 (the "Effective Date"), is entered into between RAMCO PROTECTIVE OF ORLANDO INC., a Florida corporation, with its principal place of business at 8961 Quality Ct, Bonita Springs, FL 34135 ("Service Provider"), and HERITAGE LANDING MASTER ASSOCIATION, INC., a Florida Not For Profit Corporation, with its principal place of business at 5540 State Road 64 East, Ste 220, Bradenton, FL 34208 ("Client") (Service Provider and Client may be referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Service Provider specializes in providing access control solutions, including access control officer services;

WHEREAS, Client desires to engage Service Provider to provide these services to support its access control service needs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

- "Agreement" has the meaning set forth in the preamble.
- "COI" has the meaning set forth in Section 3.06(b).
- "Dispute" has the meaning set forth in Section 3.08(a).
- "Effective Date" has the meaning set forth in the preamble.
- "Force Majeure Event" means any event or circumstance beyond a Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.
- "Party" or "Parties" has the meaning set forth in the preamble.

"Service Credits" means the credits applicable to Client's future fees as a remedy for Service Provider's failure to meet the Uptime commitment, calculated as specified in Section 2.04(c).

"Services" means collectively the Software as a Service described in Article II, Installation Services described in Article III, and any other services provided by Service Provider to Client under this Agreement.

"Term" has the meaning set forth in Section 3.03(a).

ARTICLE II

ACCESS CONTROL SERVICES

2.01 Description of Services. Service Provider agrees to provide Access Control Services to Client. The specific services selected by Client, along with applicable locations, quantities, and fees, as described in Exhibit A ("Example Access Control Services Invoice"). The pricing terms in Exhibit A are binding on the Parties and shall govern all invoices and payment obligations under this Agreement, regardless of any variations in invoice format or line item detail. Service Provider shall provide an adequate number of personnel to fulfill the hours indicated in Exhibit A. All Services shall be performed in accordance with the general terms and conditions set forth in this Agreement.

2.02 On-Premise Access Control Services.

- (a) **Roles & Staffing**. If Client elects on-premise coverage, Service Provider shall furnish a qualified, unarmed, uniformed Class D officer (each, a "Guard") for the locations, roles, hours, and base hourly rates stated in Exhibit A.
- (b) **Billing & Payment**. On-premise services are invoiced weekly per Exhibit A. Client shall pay each Weekly Amount in accordance with Section 3.02.
- (c) **Holiday Premium Pay**. Hours worked by Guards on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are billed at one-and-a-half the base hourly rate in Exhibit A.
- (d) **Schedule Adjustments**. Client may increase or decrease scheduled Guard hours with seventy-two (72) hours' written notice to Service Provider. Additional hours worked with less notice are billed at one-and-a-half the base hourly rate in Exhibit A.
- (e) **Annual Rate Review**. Base hourly rates for on-premise roles in Exhibit A are fixed for the first twelve (12) months after service commencement. Service Provider may, by written notice delivered at least ninety (90) days before each anniversary of that date, propose new hourly rates supported by relevant market-rate data. The Parties will negotiate in good faith and, if they reach agreement, will record the new rates in a

written addendum to Exhibit A. If they do not sign such an addendum at least thirty (30) days before the anniversary, either Party may terminate the on-premise Access-Control Services effective on that anniversary date without early-termination fees.

- (f) **Retention of Guards**. If Client hires a Guard employed by Service Provider during the Term or within twelve (12) months after termination, Client shall pay Service Provider a one-time retention fee of \$2,500 per Guard within ten (10) days of the hire date.
- (g) **Guard Standards**. All Guards shall meet or exceed the licensing, training, conduct, and appearance requirements set forth in Exhibit B ("Guard Standards") and all applicable laws.

2.03 Mobile Patrol Services.

- (a) **Scope**. If elected by Client, Service Provider shall provide mobile patrol services across designated areas of the property. Services include locking and unlocking gates or amenity areas, monitoring access points for unauthorized activity, enforcing community standards, and responding to alarms or on-site incidents. Patrol officers shall observe and report violations of community rules and notify or escalate violations to Client, as appropriate.
- (b) **Personnel & Equipment**. Service Provider shall deploy trained, licensed officers equipped with patrol vehicles, communication devices, and necessary access credentials. All officers must meet applicable legal requirements and adhere to the standards in Exhibit B.
- (c) **Reporting**. Service Provider shall provide daily digital patrol logs and monthly summary reports covering patrol coverage, incident response, and community standards enforcement. Service Provider shall attend periodic meetings with Client to review performance and address concerns.
- (d) **Billing**. Mobile patrol services are invoiced weekly per Exhibit A and are payable in accordance with Section 3.02
- 2.04 Correction of Services & Repairs. If Client reasonably believes that any Access Control Services have not been performed in material accordance with this Agreement, Client shall notify Service Provider in writing, identifying the specific deficiencies in reasonable detail. Upon receipt of such notice, Service Provider shall have five (5) business days to review the issue and, if necessary, propose a corrective plan. If a correction is warranted, Service Provider shall have an additional ten (10) business days to implement the correction, or such longer period as may be reasonably necessary under the circumstances and agreed upon by the Parties. During this time, Client shall continue to cooperate in good faith and shall not withhold payment or initiate

third-party corrective action unless Service Provider fails to address a material deficiency in accordance with this Section. Any credits or reimbursements due as a result of verified deficiencies must be mutually agreed upon in writing and shall be limited to the reasonable cost of addressing the specific issue. Under no circumstances shall Client unilaterally offset or deduct payments owed to Service Provider.

ARTICLE III

GENERAL PROVISIONS

3.01 Independent Contractor Relationship. Service Provider, in making and performing this Agreement, acts and shall always act as an independent contractor. Nothing contained in this Agreement shall be construed or applied as to create or imply the relationships of partners, agency, joint ventures, or employer and employee between the Parties. Service Provider shall have full and exclusive control over the hiring, training, supervision, compensation, and discharge of its employees, agents, and subcontractors performing Services hereunder. Service Provider is solely responsible for payment of all compensation to its personnel, including wages, salaries, benefits, and for all related taxes and withholdings, including social security, unemployment insurance, and workers' compensation premiums.

3.02 Fees & Payment Terms

- (a) Invoice Types and Billing Schedule.
 - (i) **Exhibit A: Example Access Control Services Invoice**. Exhibit A is a binding quote that outlines the agreed pricing for Access Control Services, including on-premise and mobile patrol services. Although actual invoices may vary in format and delivery method, all invoices shall reflect the pricing terms, quantities, and service descriptions listed in Exhibit A, unless modified in writing by both Parties.
- (b) **Binding Pricing Terms**. The pricing terms set forth in Exhibit A constitute the binding and agreed-upon charges for the Services described in this Agreement. Client agrees to pay the amounts listed in this Exhibit in accordance with the billing schedules identified therein. This Exhibit functions as the controlling quotes and reflect the financial terms agreed to by the Parties.
- (c) **Invoices for Administrative Purposes**. Invoices issued under this Agreement will be delivered through QuickBooks or another invoicing platform designated by Service Provider. While such invoices may vary in formatting or include additional line-item detail, they shall be consistent in substance with the pricing and structure reflected in the applicable Exhibit.

- (d) **Due Dates**. Each invoice will state its own due date, and Client shall pay the full undisputed amount on or before that date.
- (e) Payment Methods. Payment is accepted via check.
- (f) **Late Payments**. Any amount not paid when due accrues interest at 1.5 % per month or the maximum rate permitted by law, whichever is lower, starting on the day after the due date until paid in full. Service Provider may also assess a \$50 administrative fee for each late invoice to cover internal collection costs.
- (g) **Non-Payment Consequences**. If any undisputed amount remains unpaid fifteen (15) days past its due date, Service Provider may, on written notice to Client, suspend all or part of the Services until the account is brought current. If any amount remains unpaid thirty (30) days past its due date, Service Provider may, in addition to its other rights, terminate this Agreement for material breach on ten (10) days' written notice. Client is responsible for all reasonable costs of collection, including attorneys' fees and court costs.
- (h) **Disputed Amounts**. Client must notify Service Provider in writing of any good-faith dispute within ten (10) days of the invoice date, identifying the specific line items and the basis for the dispute. Client shall timely pay all undisputed amounts while the Parties work in good faith to resolve the dispute.
- (i) **Taxes**. Quoted fees are exclusive of sales, use, and similar taxes; Client is responsible for any such taxes assessed on the Services, except for taxes based on Service Provider's net income.

3.03 Term, Termination, & Survival.

- (a) **Term**. This Agreement shall begin on the Effective Date and shall remain in effect for an initial term of one (1) year, unless terminated earlier in accordance with this Section.
- (b) **Automatic Renewal**. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms, unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
- (c) **Termination for Cause**. Either Party may terminate this Agreement upon written notice if the other Party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.
- (d) **Effect of Termination**. Upon termination or expiration of this Agreement:
 - (i) Client shall pay all outstanding amounts due through the termination date; and

- (ii) any Services provided beyond the termination date shall be subject to additional charges.
- (e) **Survival**. The rights and obligations of the Parties set forth in this Section 3.03 and Sections 3.02, 3.03, 3.04, 3.06, 3.07, 3.09, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.19, 3.20, and any other provision that by its nature should survive, shall survive any expiration or termination of this Agreement.
- **3.04 Non-Solicitation**. Client agrees that, during the term of this Agreement and for a period of twelve (12) months following its termination or expiration, it shall not, directly or indirectly, solicit, recruit, or hire any employee, contractor, or personnel of Service Provider who was involved in the performance of Services under this Agreement, without Service Provider's prior written consent.

3.06 Insurance Requirements

- (a) **Service Provider's Insurance**. Throughout the Term of this Agreement, Service Provider shall maintain insurance coverage in commercially reasonable types and amounts customary for similarly situated providers performing similar services. This shall include:
 - (i) Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - (ii) Automobile Liability covering vehicles used in the performance of Services, with a limit of at least \$1,000,000 per occurrence.
 - (iii) Workers' Compensation Insurance as required by applicable law.
 - (iv) Employer's Liability Insurance shall be maintained if and to the extent not otherwise covered under Service Provider's Workers' Compensation or general liability policies.
- (b) **Certificates of Insurance**. Upon written request, Service Provider shall furnish Client with a Certificate of Insurance ("COI") evidencing the insurance coverages maintained under this Section.
- (c) **Subcontractors**. Service Provider shall require its subcontractors performing work under this Agreement to maintain insurance coverages that are appropriate to their scope of work and consistent with commercially reasonable industry standards. Service Provider shall make commercially reasonable efforts to ensure that subcontractors maintain such coverage but shall not be liable for any failure by a subcontractor to maintain or enforce coverage unless due to Service Provider's gross negligence or willful misconduct.

(d) **Client Insurance**. Client is responsible for procuring and maintaining its own insurance coverage adequate for its business operations, premises, and property.

3.07 Limitation of Liability.

- (a) Exclusion of Indirect Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, REVENUE, PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) Cap on Direct Damages. EXCEPT FOR OBLIGATIONS UNDER SECTION 3.15 ("INDEMNIFICATION") OR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- (c) **Basis of Bargain**. THE PARTIES ACKNOWLEDGE THAT THE FEES AND TERMS IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISK AND LIMITATIONS OF LIABILITY STATED HEREIN, WHICH FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

3.08 Dispute Resolution.

- (a) **Good Faith Negotiation**. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement ("Dispute"), the Parties shall first use their best efforts to settle the Dispute through direct, good faith negotiations between authorized representatives.
- (b) **Mediation**. If the Dispute cannot be resolved through negotiation within thirty (30) days, the Parties agree to endeavor to resolve the Dispute by mediation administered by a mutually agreed-upon mediator in Collier County or Lee County, Florida, before resorting to litigation. The costs of mediation shall be shared equally between the Parties.

- (c) **Litigation**. If mediation is unsuccessful, any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the state or federal courts located in Lee County, Florida. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- (d) Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- **3.09 Force Majeure**. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement, except for payment obligations, if such failure or delay is caused by a Force Majeure Event. The affected Party shall promptly notify the other Party in writing of the Force Majeure Event, and the Parties shall cooperate in good faith to minimize the impact and resume performance as soon as reasonably possible.
- **3.10 Governing Law & Venue**. This Agreement, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to any conflict of laws principles. The exclusive venue for any legal action or proceeding arising out of or related to this Agreement shall be the state or federal courts located in Lee County, Florida. Each Party irrevocably submits to the jurisdiction and venue of such courts.
- **3.11 Assignment**. Client may not assign any of its rights or delegate any of its obligations under this Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Service Provider. Any attempted assignment or delegation in violation of this Section is void. No assignment or delegation, even if approved, shall relieve the assigning Party of its obligations under this Agreement unless expressly stated in writing by the non-assigning Party. This Agreement is binding upon and shall benefit the Parties and their respective permitted successors and assigns.
- **3.12 Notices**. All notices under this Agreement must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address as may be designated by a Party from time to time in accordance with this Section). Notices shall be deemed effectively given:
 - (i) when delivered personally;
 - (ii) on the third business day after mailing by certified or registered mail, return receipt requested, postage prepaid; or

- (iii) on the next business day after sending by a nationally recognized overnight courier, with charges prepaid or billed to the sender's account.
- (a) **Addresses**. To Service Provider: RAMCO PROTECTIVE OF ORLANDO INC., 8961 Quality Ct, Bonita Springs, FL 34135.

To Client: HERITAGE LANDING MASTER ASSOCIATION, INC., 5540 State Road 64 East, Ste 220, Bradenton, FL 34208.

- **3.13 Entire Agreement**. This Agreement, including all Exhibits attached and incorporated by reference, represents the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, understandings, or communications, whether written or oral, relating to the same subject matter. If there is a conflict between the terms of this Agreement and the terms of any Exhibit, the terms of the applicable Exhibit shall control, unless otherwise expressly stated in that Exhibit.
- **3.14 Severability**. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or render such provision invalid or unenforceable in any other jurisdiction. The Parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the maximum extent permitted by applicable law, the original intent and economic effect of the invalid, illegal, or unenforceable provision.

3.15 Indemnification.

- (a) **By Service Provider**. Service Provider shall indemnify, defend, and hold harmless Client, its officers, directors, employees, and agents from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of third-party claims, demands, suits, or proceedings alleging that:
 - (i) bodily injury, death, or tangible property damage directly caused by the gross negligence or willful misconduct of Service Provider or its employees while performing Services on Client's premises.
- (b) **By Client**. Client shall indemnify, defend, and hold harmless Service Provider, its officers, directors, employees, and agents from and against any and all losses arising out of claims alleging that:
 - (i) bodily injury, death, or property damage occurring at Client's premises caused by the negligence or willful misconduct of Client, its employees, agents, or invitees (except to the extent caused by Service Provider's negligence or willful misconduct).

- (c) Indemnification Procedure. The indemnified Party shall promptly notify the indemnifying Party in writing of any claim for which indemnity is sought, provided that failure to notify promptly shall not relieve the indemnifying Party of its obligations except to the extent it is materially prejudiced thereby. The indemnifying Party shall have the right to assume control of the defense and settlement of the claim (provided that it shall not settle any claim in a manner that imposes non-monetary obligations or admits liability on the indemnified Party without prior written consent, not to be unreasonably withheld). The indemnified Party shall cooperate reasonably with the indemnifying Party at the indemnifying Party's expense.
- 3.16 Amendments & Modification; Waiver. No amendment or modification of this Agreement is valid unless it is in writing and signed by an authorized representative of each Party. No waiver of any provision of this Agreement is effective unless it is expressly stated in writing and signed by the Party granting the waiver. A waiver of one provision or instance does not constitute a waiver of any other provision or future instance. Unless otherwise stated in this Agreement, any delay or failure by a Party to exercise a right or remedy does not mean that the Party has waived that right or remedy. A partial exercise of any right does not prevent that Party from exercising the right again or from exercising any other rights available under this Agreement.
- **3.17 Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered electronically and shall have the same effect as delivery of an original signature.
- 3.18 Joint Preparation of Agreement. This Agreement shall be deemed to have been prepared jointly by the Parties and shall not be construed against either Party by reason of authorship or alleged sole drafting responsibility.
- **3.19 Third-Party Beneficiaries**. Except as expressly set forth in this Agreement, nothing herein is intended to confer any rights or remedies upon any person or entity other than the Parties, each Party's permitted successors and assigns, and, where expressly stated, indemnitees. Client's members, tenants, and any of their invited guests are not intended to be third party beneficiaries of this Agreement.
- **3.20 Time of the Essence**. Time is of the essence with respect to each obligation of the Parties under this Agreement.
- **3.21 Authority to Execute Agreement**. Each individual signing this Agreement on behalf of a Party represents and warrants that he or she has full legal power and authority to execute and deliver this Agreement and to bind the Party on whose behalf the signature is made.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

| RAMCO PROTECTIVE OF ORLANDO, INC. | HERITAGE LANDING MASTER ASSOCIATION, INC. |
|---|---|
| Signature Signed by: OREU MECRI EFESSION FOR TEXTS | Signature Signed by: Matthuw & oraticle TECHOSERADORESS |
| Printed Name | Printed Name |
| COREY NEGRI | Matthew Koratich |
| Title | Title |
| President | President |





8961 Quality Rd, Bonita Springs, Florida 34135

To: HERITAGE LANDING MASTER

C/O ICON MANAGEMENT MARY LONGARES

5540 State Road 64 East STE 220 BRADENTON, FL 34208

| QUOTE# | RAMQ2146 |
|--------|-------------|
| DATE | Aug 1, 2024 |

PROJECT

Exhibit A - Example Access Control Services Invoice

| | Salesperson | Payment Terms | | | Expiration Date | |
|-----|--|----------------|-----------|------------|-----------------|--|
| | Corey Negri | NET 15 | | | Sep 2, 2024 | |
| QTY | DESCRIPTION | | PER DOOR | MONTHLY | ANNUAL COST | |
| | ACCESS CONTROL | SERVICES | | \$7,199.24 | \$374,360.48 | |
| 40 | RAMCO LACO (LEAD ACCESS CONTROL OFFICER) | | \$27.66 | \$1,106.40 | \$57,532.80 | |
| 128 | RAMCO ACO (ACCESS CONTROL OFFICER) | | \$26.07 | \$3,336.96 | \$173,521.92 | |
| 84 | RAMCO MPO (MOBILE PATROL OFFICER) | | \$26.07 | \$2,189.88 | \$113,873.76 | |
| 1 | RAMCO MOBILE PATROL VEHICLE | | \$375.00 | \$375.00 | \$19,500.00 | |
| 1 | RAMCO MOBILE PATROL PHONE | | \$22.50 | \$22.50 | \$1,170.00 | |
| 1 | RAMCO MOBILE REPORTING PLATFORM | | \$17.50 | \$17.50 | \$910.00 | |
| 1 | GATEACCESS RESIDE | NT WEB PACKAGE | \$151.00 | \$151.00 | \$7,852.00 | |
| | | | SUBTOTAL | \$7,199.24 | \$374,360.48 | |
| | | | SALES TAX | \$503.95 | \$26,205.40 | |
| | | | TOTAL | \$7,703.19 | \$400,565.88 | |

Payment Options

Select your preferred payment option / purchase terms*:

[] Check Purchase (purchase amount \$7,703.19), [plus \$7,703.19 weekly]

^{*} If this quote contains lease payment options, the lease options are provided as an estimate only. Final lease payment amount is subject to credit verification and applicable taxes as required by law.

| Notes | |
|---|-----|
| Please contact me if I can be of further assistance | ze. |
| | |
| | |
| To accept this quotation, sign here and return: _ | |

Docusign Envelope ID: EFBDF706-CBEA-4100-9A78-4AE828F027A5

Thank You For Your Business!

Exhibit B - Guard Standards

1. Post Orders.

Client may promulgate reasonable written post orders from time to time (the "Post Orders"). Service Provider shall perform all guard duties in accordance with the then-current Post Orders approved by Client.

2. Guard Assignment & Scheduling.

Service Provider shall furnish guards for the locations, hours, and base hourly rates stated in Exhibit A.

Service Provider is solely responsible for scheduling Guards to meet the required coverage.

3. Employment & Licensing.

Each Guard shall (i) be a permanent employee of Service Provider, (ii) hold all licenses required by law, (iii) maintain a clean criminal background, and (iv) be covered by Service Provider's bond and insurance policies. Service Provider is jointly and severally liable for the acts and omissions of its on-duty Guards and other personnel.

4. Professional Conduct.

Guards must maintain a professional, polite, and courteous yet firm demeanor, reflecting positively on the community at all times. Guards must possess strong oral-communication skills and speak and understand English fluently.

5. Uniforms & Identification.

Guards shall be well-groomed and in uniform while on Client's property.

Service Provider shall supply, maintain, and replace uniforms at its expense. Uniforms must clearly identify the employee as a Service Provider Guard and include an identification badge with the Guard's name.

Guards shall park personal vehicles only in areas designated by Client and shall not remain on the property when off duty.

Patrol vehicles must be clean, fully operable, and visibly marked as Service Provider vehicles.

6. Recruiting, Screening, & Training.

Service Provider is exclusively responsible for recruiting, screening (including drug testing, criminal-history check, and I-9 verification), investigating, training, and

supervising all Guards. Screening results must be reviewed and approved before assignment to Client's site.

7. Additional Qualifications.

Guards shall: (i) be drug-free while on duty; (ii) possess a valid driver's license and a clean driving record if operating a vehicle on Client's property; (iii) be unarmed; and (iv) meet the following physical and educational standards: (A) good general health without physical defects interfering with guard duties; (B) vision correctable to read normal correspondence; (C) ability to distinguish standard colors; (D) normal-range hearing; (E) ability to stand or walk for extended periods, climb stairs, and perform other routine physical tasks; and (F) a high-school diploma or GED equivalent.

RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERN BAY COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNT NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; AND PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

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

WHEREAS, the Board of supervisors, hereinafter referred to as the "**Board**" of the District is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*, and

WHEREAS, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

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

SECTION 1. ALTERNATIVE INVESTMENT GUIDELINES. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes.

The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

- a) The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, *Florida Statutes*.
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, *Florida Statutes*.
- d) Direct obligations of the U. S. Treasury.

RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERN BAY COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNT NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES.; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

To the extent that the above referenced instruments are amended in Section 218.415(17), the prevailing investments outlined in Section 418.415(17) shall govern.

SECTION 2. LIQUIDITY PROVISONS. Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof 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.

SECTION 4. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED by the Board of Supervisors of the Tern Bay Community Development District, Charlotte County, Florida, this 5th day of August 2025.

| ATTEST: | DISTRICT |
|--------------------------|-------------------------|
| | |
| James P. Ward, Secretary | Tara Brady, Chairperson |



July 25, 2025

Memorandum

Tern Bay CDD recently bid the repairs and maintenance for the replacement of decking and railing on four existing Timber Bridges within the community.

A total of five vendors expressed initial interest and were provided with the bid documents and a scope of services.

The District received one Bid for this project. This bidder is the original Bridge Contractor who constructed the Bridges in 2004.

Attached are the following supporting materials:

- 1. Bid Tabulation Sheet
- 2. Scope of Services
- 3. Pricing Proposal
- 4. Bridge Inspection Reports prepared by Kisinger Campo & Associates, Engineer's.

The engineering inspection report confirm that there are no structural issues with any of the bridges. While decking replacement is necessary, we recommend waiting until the final asphalt lift is completed before moving forward with construction. This will help avoid potential rework and ensure proper integration with adjacent surfaces.

NOTE: Based on the vendor's current schedule, they are booking projects into the first quarter of 2026. If a contract is executed by mid-August 2025, the estimated project start date would fall in January or February 2026 with a projected completion timeframe within three months.

Building Code Services Civil Engineering / Roadway & Highway Design

Coastal Engineering

Code Enforcement

Construction Engineering & Inspection (CEI)

Construction Services

Data Technologies & Development

Electrical Engineering

Engineering

Environmental Services

Facilities Management

Grant Management & Writing

Geographic Information Systems (GIS)

Governmental Services Indoor Air Quality (IAQ)

Landscape Architecture

Planning

Project Management

Redevelopment & Urban Design

Surveying & Mapping

Transportation & Mobility

Transportation Planning

Water / Utilities Engineering

Website Development

1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316

Tel: 954.921.7781 Fax: 954.921.8807

www.cgasolutions.com

FORT LAUDERDALE

MIAMI-DADE

WEST PALM BEACH

CLEARWATER / TAMPA

ESTERO

PORT ST. LUCIE

| | | | | | | | | | | Prepared by Calvi | n, Giordano & Asso | ociates, Inc. |
|------|---|--------|------------------|------------------|-----------|----------------------------------|--|-------------------|--|-----------------------|--|---------------|
| Т | ern Bay Commity Development District | | | | | | | | | I hereby certify that | at the following is a | true |
| | | | | | | | | | | summary of propo | sals received: | |
| | | | Date | 7/18/2025 | Date | N/A | Date | N/A | Date | N/A | Date | N/A |
| | | | Signature | RF | Signature | | Signature | | Signature | | Signature | |
| | | | Ü | | | | Ü | | | | | |
| | | | | | | | | | | | | |
| | | | | _ | | | | | | | | |
| | | | York Bridge | • | | truction, Inc. | | ng Services, Inc. | | al Painting Inc. | Construction | |
| | | | Summary of Bid P | roposal Received | | sted; no bid received of opening | Bid package requested; no bid received at time of opening | | Bid package requested; no bid received at time of opening | | Bid package requested; no bid received at time of opening | |
| | | | | TOTAL | | TOTAL | | TOTAL | | TOTAL | | TOTAL |
| | DESCRIPTION | | UNIT | ITEM | UNIT | ITEM | UNIT | ITEM | UNIT | ITEM | UNIT | ITEM |
| | | QUANT. | PRICE | AMOUNT | PRICE | AMOUNT | PRICE | AMOUNT | PRICE | AMOUNT | PRICE | AMOUNT |
| I. | General | | | | | | | | | | | |
| 1.01 | Mobilzation & Setup - Included in HW Weardeck Price | Incl. | \$0.00 | \$0.00 | | | | | | | | |
| 1.02 | Dumpster and Porta-Potty Renta - Included in HW Weardeck Pricel | Incl. | \$0.00 | \$0.00 | | | | | | | | |
| 1.03 | Removal of Existing 2x8 Wear Deck - Included in HW Weardeck Price | Incl. | \$0.00 | \$0.00 | | | | | | | | |
| 1.04 | Road Closure Signage Setup - Included in HW Weardeck Price | Inc. | \$0.00 | \$0.00 | | | | | | | | |
| 1.05 | Install Ultra-Dense Hardwood for Vehicular Weardeck | 1 | \$599,720.00 | \$599,720.00 | | | | | | | | |
| 1.06 | Install Composite Decking for Pedestrian Walkway | 1 | \$239,280.00 | \$239,280.00 | | | | | | | | |
| 1.07 | Replace Pedestrian Rail Caps with Composite - Included in above composite price | Incl. | \$0.00 | \$0.00 | | | | | | | | |
| 1.08 | Install Post Caps on Vehicular Guiderail Posts | 1 | \$15,000.00 | \$15,000.00 | | | | | | | | |
| 1.09 | Apply Coating to Exposed SYP Elements (GR/HR Only) | 1 | \$143,500.00 | \$143,500.00 | | | | | | | | |
| 1.10 | Waterproofing of All Decking Surfaces - N/A | Incl. | \$0.00 | \$0.00 | | | | | | | | |
| 1.11 | Misc. Hardware and Fasteners - Included Above | Incl. | \$0.00 | \$0.00 | | | | | | | | |
| 1.12 | Final Cleanup & Demobilization | Incl. | \$0.00 | \$0.00 | | | | | | | | |
| | Subtotal | | | \$997,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | | | | | | SIGNATURE: | Richar | d Free | man | |
| | | | | | | | | DATE: | July 25, 20 | d Free | | |

BID PACKET Tern Bay CDD

Bridge Repairs and Wear Surface Replacement

1. Project Overview

This project involves the repair and resurfacing of four (4) bridge structures totaling 477 linear feet of pedestrian, golf cart, and vehicular pathways. The work includes the complete removal and replacement of wear deck surfaces, railing cap upgrades, post enhancements, and application of protective coatings to wood elements.

2. Scope of Work

- Mobilization and demobilization of all equipment and crew
- - Provision of a dumpster and porta-potty on-site for the duration of the work
- - Setup of road closure and pedestrian detour signage
- Removal of the existing 2x8 wood wear deck boards
- - Replacement of vehicular wear deck with ultra-dense hardwoods (e.g., Ipe, Cumaru)
- - Replacement of pedestrian decking with composite decking materials
- - Replacement of pedestrian rail caps (top horizontal rail boards) with composite
- Installation of decorative or protective post caps on vehicular guiderail posts
- - Application of waterproofing sealant to all newly installed surface materials
- Application of stain or acrylic coating to all exposed southern yellow pine (SYP) horizontal guiderail elements

3. Material & Aesthetic Requirements

All deck boards and rail caps shall be uniform in appearance across all bridge structures. Color selections will be made by the owner at time of material purchase. Vendor must provide multiple sample options. Fasteners shall be stainless or coated to match existing hardware aesthetics and durability. Waterproofing materials must be approved prior to use and applied to all decking surfaces after installation. SYP guiderail components must be stained or acrylic-coated with a product providing UV and moisture protection.

4. Pricing Sheet

| Description | Unit Cost | Qty | Total |
|----------------------|----------------------------------|-----|-----------|
| Mobilization & | Included in HW | | |
| Setup | weardeck price | | |
| Dumpster and | weardeck price Included in HW | | |
| Porta-Potty Rental | weardeck price | | |
| Removal of Existing | Included in HW | | |
| 2x8 Wear Deck | weardeck price | | |
| Road Closure | Included in HW | | |
| Signage Setup | weardeck price | | |
| Install Ultra-Dense | · | | |
| Hardwood for | \$599,720 | 1 | \$599,720 |
| Vehicular Weardeck | , , , , | | φοσο,: 20 |
| Install Composite | | | |
| Decking for | \$239,280 | 1 | \$239,280 |
| Pedestrian Walkway | | | |
| Replace Pedestrian | Included in above | | |
| Rail Caps with | | | |
| Composite | composite price | | |
| Install Post Caps on | | | |
| Vehicular Guiderail | \$15,000 | 1 | \$15,000 |
| Posts | | | |
| Apply Coating to | | | |
| Exposed SYP | \$143,500 | 1 | \$143,500 |
| Elements (GR/HR Only | y) | | |
| Waterproofing of All | N/A | | |
| Decking Surfaces | IN/A | | |
| Misc. Hardware and | Included Above | | |
| Fasteners | included Above | | |
| Final Cleanup & | | | |
| Demobilization | Included Above | | |
| TOTAL PROJECT | | | \$997,500 |
| COST | | | Ψοστ,σοσ |

Schedule for the work - for the total project cost scope - once on site, the work is projected to take approximately 4-5 months, weather pending.

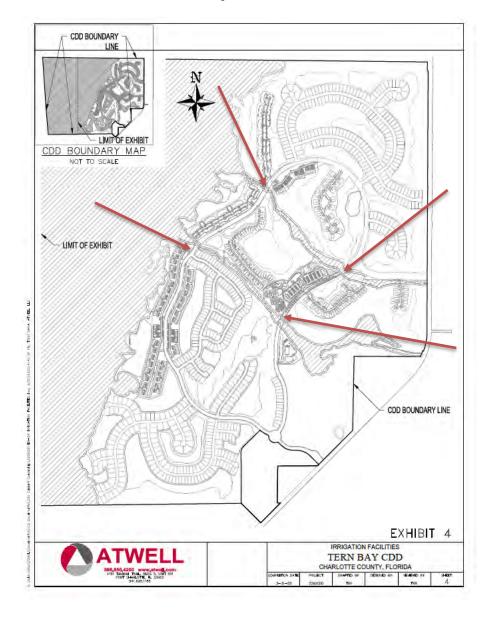
5. Times

Contractors must comply with community work hour restrictions. Site must be cleaned and secured daily. Pricing is based on work hours Monday-Saturday, 7 AM - 5 PM

6. Site Inspection & Bid Instructions

All prospective bidders are strongly encouraged to schedule a site visit before submitting their proposal. Bids must include:

- - Itemized pricing (per table above)
- - Estimated project schedule
- - Product/material specifications
- Proof of insurance and licensing
- References for similar completed work



YORK BRIDGE CONCEPTS PROPOSAL













YORK

BRIDGE CONCEPTS

THE PREMIER TIMBER BRIDGE COMPANY

www.ybc.com | 800.226.4178 | 2423 Brunello Trace Lutz, FL 33558 © York Bridge Concepts, Inc.

Director, Bridge Consultancy, **Brian Kennedy** of **York Bridge Concepts**™

has developed the following proposal & executable contract for **Heritage Landing Refurbishment** in **Punta Gorda, FL** for:

Mr. Richard Freeman

c/o Calvin, Giordano & Associates, Inc

1800 Eller Drive, STE 600 Fort Lauderdale, FL 33316

Phone: (954) 766-2752

Email: Rfreeman@cgasolutions.com

This proposal and executable contract is being submitted with intention of providing pricing for the installation of timber structure(s) by YORK BRIDGE CONCEPTS, INC. for the client's project as described herein. The structure(s) will be designed per YBC standards, built on-site, and price quoted is for "turnkey" construction.

This proposal is based on **YORK BRIDGE CONCEPTS'™** standard designs, which include the use of preservative treated Southern Yellow Pine or Douglas Fir designated by **York Bridge Concepts'™** design department. All preservative treated timber materials will meet exceed all application guidelines as specified by the American Wood Preservers Association (AWPA).

PROPOSAL CONTENTS

- INTRODUCTORY LETTER
- DECERO™ DESIGN PROCESS
- ITEM A | BRIDGE DESCRIPTION
- **ITEM B** | PILE FOUNDATONS
- ITEM C | ENGINEERING DETAILS
- ITEM D |

YORK TIMBER PROTECTIVE SYSTEMS™

- DESCRIPTION OF SERVICES
- YORK TIMBER PROTECTIVE SYSTEMS™
- BEFORE & AFTER IMAGERY
- PREVIOUS PROJECT IMAGERY
- ADDITIONAL SCOPE OF WORK ITEMS
- PRICE EVALUATION



Greetings!

Thank you for your interest in partnering with York Bridge Concepts, Inc. (YBC) for your requirements.

Our mission is "to leverage our technical expertise to solve customer's challenges through innovation, excellence and dedication to customer satisfaction". We have built thousands of specialty timber structures such as vehicular bridges, pedestrian bridges, boardwalks among others around the world in the last 37 years of incorporation.

By choosing us as a partner, you are selecting a product from a company that specializes in vehicular, pedestrian and specialty structures customized through our trademarked DeceroTM Design specific to your project's purpose and vision. We do not use "standard" cookie cutter designs or processes instead each of our product is customized to your specific needs. Our product offerings are unparalleled because we are committed to constantly innovate, evolve, and develop by investing and cultivating our team of professional bridge consultants, designers, consulting engineers, and field crews.

As our partner, you can trust that we continually invest into Research & Development (R&D) of various timber structures, products and methods that ensure premier quality and craftsmanship. We have exclusively created York Timber Protective SystemsTM (YTPS) because of three decades of investing into R&D. The YTPS ensures enhanced durability, protection, and aesthetics of our products.

We are motivated by our desire to strive for excellence in every structure we build. This pursuit of excellence is built deeply into our company's DNA which forms the basis of a stylish, safe and high-quality structure.

Thank you again for the opportunity to partner on your requirements. We look forward to working with you.

Sincerely,

Your Team at YORK BRIDGE CONCEPTS™

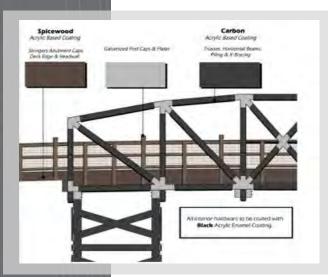
From scratch, from zero, something that has yet to be marked, determined or developed.



Creating a Concept

The Decero Design Team evaluates a variety of information when developing an exclusive bridge conceptual vision for clients including:

- Local History & Context
- Site Evaluation & Analysis
- Special Conditions for Bridge Use



Defining Design

The Decero Design Process includes both conceptual visualization & the premier design of a set of proprietary shop drawings including:

- Customized Design Intent
- Architecturally Stunning Profiles
- Fresh Color Selections
- Exclusive Construction Details
- Fully Engineered Design Consultation



Concept Completion

Beyond the unique Decero Design approach to a York Bridge are the trademarked York Timber Protective Systems utilized to complete the Decero Concept vision, placing it into reality providing:

- Enhanced Aesthetics
- Weather & Climate Protection
- Reduced Maintenance Demands
- Increased Longevity of Bridge Life

7/18/2025 4

ITEM A | Bridge Scope of Work (per YBC Design & Specifications)

The scope of work for this contract includes the design, engineering, supervision, labor, materials and equipment necessary for construction of this structure as described within this contract. Work requested outside of this specific scope will require additional charges:

Four (4) - Vehicular Bridge Repairs & Maintenance Refurbishment 38' Overall Width X Totaling 477' Long Repetitive Span Bridges

26' Wide (24' Clear) Vehicular Sections 6' Wide (5' Clear) Pedestrian Sections

I.Bridge Repairs & Maintenance Description

- 1. Scope <u>includes</u> repairs utilizing treated dimensional wood and all treated timber framework (unless noted as hardwoods or Composite) including:
 - Remove and replace <u>entire</u> vehicular weardeck using 5/4" hardwood materials to be glued and fastened to subdeck.
 - Remove and replace <u>entire</u> pedestrian deck system using 5/4" Composite materials.
 - Remove and replace **entire** pedestrian rail cap using Composite materials.
 - Install HDPE post caps on all vehicular guiderail posts.
 - Additional repairs of concealed/non-visible bridge components may arise after the removal of existing
 elements for the repairs listed above. In the event of additional repairs, YBC will provide client with an
 additional assessment and associated costs for approval to proceed.
- 3. Scope <u>includes</u> York Timber Protective Systems (YTPS)™.
 - Application of Translucent Oil on pedestrian rails and vehicular rails.
- 4. Scope includes road closure signage.
- 5. Scope excludes maintenance of traffic and/or flaggers.
- 6. Scope <u>excludes</u> York Timber Protective systems applied to the decking, rail caps, and substructure (stringers, pile caps, abutments, piling, bracing).
- 7. Scope <u>excludes</u> subdeck replacement. Subdeck will be inspected when weardeck is removed. If replacement boards are required they will be priced accordingly and submitted for approval to proceed.

II. Design

- Scope <u>excludes</u> formal design work & engineering consultation as described in "Item C Engineering Details Scope of Work", due to the limited scope of work required for repairs. All repair installations will be performed utilizing standard installation techniques. Requests for Design Work & Engineering Consultation can be assessed for additional scope & cost.
- Scope <u>excludes</u> permitting costs and responsibilities of permitting by YBC. Scope <u>includes</u> remote assistance
 by YBC to help <u>contractor/owner</u> during permitting via response to comments, remote meeting attendance,
 and other standard items requested by jurisdiction. Design or Engineering Requests by the jurisdiction will be
 reviewed for the additional cost per the additional scope.

7/18/2025 5

ITEM A | Bridge Scope of Work (per YBC Design & Specifications) Continued

III. Construction

- 1. This scope includes a single mobilization by YBC Crew.
- 2. This scope <u>includes dumpster provided by **YBC**</u>; YBC crews will cleanup of each bridge/wall work site daily and place all scraps and debris in dumpster.
- 3. This scope includes bathroom facilities for the YBC crew.
- 4. Scope <u>requires the contractor/client</u> to provide a pressurized water source or water truck for the YTPS applications.
- 5. This scope <u>requires the client</u> to designate and mark ample access and staging locations within security fencing for YBC's crew, so that, scope of work can begin immediately upon arrival. YBC will not be responsible for the damage within these locations.
- 6. Scope excludes a wash station & security fencing.
- 7. This scope <u>requires the client</u> to ensure access road used to carry the materials and equipment to the bridge site, which may include application of gravel to solidify a road surface, road shaping and/or scraping to permit entry during inclement weather so that, scope of work can be continuous from commencement. If Track Equipment by YBC becomes required for adequate access per YBC's discretion, additional charges will apply. Delays, Demobilizations, and Remobilizations caused/initiated by others, due to no fault of YBC will result in additional charges.
- 8. This scope <u>requires the client</u> to confirm that the site preparation for the construction of all work must be substantially completed on this project by others, prior to YBC mobilization to allow YBC immediate commencement of work upon arrival to job site.
- 9. This scope <u>requires contractor/client</u> to establish all field surveying <u>as applicable to refurbishment scope to layout extensions, relocations, and/or new elements of bridge such as bridge staking, pile staking, offsets, elevations, benchmarks, and similar, as required by YBC and per YBC directives prior to YBC mobilization, so that, scope of work can begin immediately upon arrival.</u>
- 10. This scope <u>requires contractor/client</u> to agree to abide by YBC's pre and post construction walk-through and sign-off process for the bridge completion to ensure a successful project.
- 11. Scope is based on working hours 7AM 5PM Monday thru Saturday, schedule as determined by YBC. Client requests to adjust working hours (increasing or decreasing) will require re-assessment of schedule and costs by YBC potentially resulting in additional costs to owner.
- 12. Scope <u>is based on</u> construction of a specified scope at the same time; any reduction in quantities could affect unit pricing for the remainder of the scope.
- 13. This scope of work <u>excludes</u> any irrigation or waterline work, electrical-related work, lighting, or the design and installation of any utilities on the bridge.
- 14. Scope <u>excludes</u> work in winter weather as defined: freezing temperatures or below, icy conditions, steady snow fall and/or blizzard conditions. In the event work in winter weather is required by client, additional costs will be assessed to the job. Costs will vary per severity of weather and reasons beyond YBC control including but not limited to: additional safety precautions, equipment difficulty/failure of operation, labor/schedule slow down, snow removal, material freezing, difficulty of material handling, and/or complete shutdown. YBC will monitor conditions and report to client daily, no work will commence without client approval.

IV. Miscellaneous

- 1. Scope includes Sales Tax for materials and applicable Payroll Taxes. All other taxes are not included.
- 2. This scope <u>includes</u> YBC insurance coverage as follows: General Liability (\$1m/\$2m), Automobile Liability (\$1m), Umbrella (\$5m), and Worker's Comp. (\$1m). Professional Liability Insurance is provided by the EOR (\$2m/\$3m). Any additional Insurance requirements may require supplemental costs be forwarded to client.
- 3. YBC's scope of work *is based on* the payments schedule as defined in the "Price Evaluation" of this contract.
- 4. This scope <u>requires owner's representation</u> to consist of one point of contact for the duration of the project, review boards or HOAs must designate/authorize one point of contact for project coordination.
- Scope <u>excludes</u> liquidated damages: YBC will work with the client to meet timeframes as necessary, but will
 not be held liable for any liquidated damages.
- 6. Scope <u>excludes</u> non-union labor and non-prevailing wage rates. Requirements by owner, contractor, and/or union to comply with Union and/or Prevailing Wage requirements will be an additional cost unless agreed to otherwise in writing.
- 7. This scope **excludes** a Performance and Payment Bond, and/or any other bonding unless specified in this contract. Bid bonds and performance bonds can be provided upon request at an additional cost.
- 8. Scope <u>excludes</u> provisions for material and labor escalation costs. Material and labor escalation costs may require reassessment of bridge cost, based on market conditions and age of contract.
- 9. All scope & pricing information as outlined in Item A, supersede select clauses and standard proposal terms in this submittal.

477 Total Linear Feet = \$997,500.00 Total

7/18/2025 6

Windmark Beach North — Florida





Willow Park — Texas





Edison Chastain — Georgia





7/18/2025

Additional Scope of Work Items:

- 1. Scope of Work Limitation: Work requested outside of this specific scope will require additional charges.
- 2. **Contracting Scope of Work**: YBC's pricing is based on the conditions of this contract. If there is a client contract that must be signed, it will require negotiation and could possibly lead to delays. Additional costs will apply if the client contract requires additional work, terms or conditions that were not included in YBC's original pricing submittal.
- 3. **Licensing**: YBC is licensed in many states, there may be a need to work under the GC's license in some states included in the scope of work.
- Additional Scope Insurance Clarifications: Contractor/owner to be named as additional insured on all above coverages upon request. Errors and omissions insurance certificate can be provided upon request by YBC's engineer of record (EOR). YBC's EOR insurance agent cannot provide additionally insured on the certificate.
- 5. Additional Scope Permitting Clarifications: Contractor/owner is to verify that all required permits are in place prior to YBC Mobilization, and to provide YBC with copy of any permit(s) pertinent to the scope of work described in this contract. The contractor/owner is responsible for compliance with permit requirements and inform YBC of any local codes that may affect costs to YBC's scope of work.
- 6. **Deck Scope Clarification**: YBC is providing deck on this project in accordance with the specifications and/or contract documents. Be aware that most pedestrian liability claims are due to slip and fall claims, It is the responsibility of the owner to keep the deck free from slip or trip hazards due to items such as debris, cupping, splits, gaps, smooth surfaces, or similar.
- Additional Site Work Scope Clarifications: Damage to existing sod, landscaping, concrete paths, etc. within these flagged access area locations is to be expected (including rutting – severity determined by weather).
- 8. **Site Work Scope for Access & Providing Access Clarifications:** Access to a secure staging area near each bridge site per YBC requirements, where delivery trucks can drop off materials and YBC can store and access the materials. Once given authority to use the area, it must be accessible and constant until bridge construction of scope of work is complete. This access should be maintained throughout the construction process, especially during inclement weather. Access to build the bridge scope of work, which may include removal of roots, stumps, vegetation and trees. YBC requires access to both ends of the bridge for construction purposes.
- 9. Scope of Work for Site Work/Preparation: All site preparation work, sediment control, temporary and permanent erosion control, silt fencing, turbidity barriers, road closures, traffic control and or flag men, excavation, grading, seeding, dewatering and clearing for YBC to perform their scope of work are to be performed by others. All backfilling and compaction of abutments and rip rap are by others and not in YBC's scope of work. If dewatering is required for YBC to proceed with its work, dewatering to be by others and not in YBC's scope of work.
- 10. Scope of Work for Utilities to be carried by the bridge(s): If the bridge is to carry utilities, YBC scope of work will be as follows: YBC will conceptually show on its drawings the location recommended for utility placement based on client supplied information before the design is competed. Design of hangers, attachments, etc. and actual installation of the utilities to be by others. Typically the installation will occur after YBC's completion of their scope of work and demobilization. Large pipes or many utilities that cause design changes or upgrades to YBC's scope of work may incur additional costs.
- 11. Additional Utilities Scope of Work: The contractor/owner is responsible for marking all utility, sewer and water lines in all areas where construction will occur within fifty feet, prior to YBC's crew arrival. YBC will not be held liable for damages to unmarked utilities, sewer and/or water lines. If utilities are in close proximity to the bridge they may require hand digging to expose them by others.
- 12. Additional Permitting Scope of Work: Scope of work of this contract is based on YBC's standard designs and engineering, which meet AASHTO, IBC, and normally accepted design practices. Any changes to the design scope of work for this specific project, including any changes that may be necessary to comply with permitting, local codes, etc. may require additional charges.
- 13. Additional Liquidated Damages Scope of Work: Liquidated damages required by owner/ contractor are not included in YBC's scope of work and will be assessed for additional costs.
- 14. Scope of Work for Delays and Use of Bridges:
 - A. **Delays to Perform Scope of Work**: YBC will communicate to client mobilization, scheduling and all necessary site work required prior to mobilization. YBC expects to build their scope of work efficiently and complete it in a timely manner. The client will be notified immediately if potential delays are foreseeable that interfere with YBC's ability to perform their scope of work, to afford the opportunity to correct the issues. However, if YBC becomes delayed in the construction in their scope of work after mobilization to the site, additional charges for downtime will apply and will be assessed via YBC change order.
 - B. **Use of Bridges**: The owner may want to build temporary dirt access areas or a temporary form of travel across the areas. YBC's bridge(s) will not be able to be utilized until the scope of work is finished and each bridge is individually signed off through YBC's post-construction walk through by an authorized representative of the owner.
- Mobilization Scope of Work: Any additional mobilizations to complete scope of work other than contracted will be an additional cost.
- 16. Reduction of Scope: Reduction of scope of work may result in a reduction of cost to the client, in the event this is necessary YBC will re-evaluate amount based on the reduced scope minus fixed costs at YBC's discretion.
- 17. **Cancellation**: Cancellation of contract will result in compensation charges to YBC for all costs to date, overhead, and lost profit. All payments that have been made to YBC are non-refundable.
- 18. **Signage Scope of Work**: Any required safety, speed limit, weight capacity or any other signs are to be provided by others and are not in YBC's scope of work.
- 19. **Opportunity to Cure**: If at any point YBC (in Client's sole judgment) becomes in "default" by failing to perform any of the provisions of the scope of work in this Agreement, Client, after written "Notice of Default and Opportunity to Cure" shall afford YBC fourteen (14) days in which to commence to cure the purported default in the scope of work.

7/18/2025

PRICE EVALUATION

We propose hereby to furnish material and labor-complete in accordance with YBC specifications, for the sum of

\$997,500.00 Total

- Price quoted is good for fifteen (15) days, and work must be scheduled within an agreed timeframe to avoid additional charges.
- Contract is based upon acceptance of Terms and Conditions listed in this contract.
- Payment Schedule:
 - 10% non-refundable payment due with signed contract (not subject to retainage).
 - 45% payment due upon mobilization (Invoice will be sent at least 30 days prior to YBC's scheduled mobilization).
 - · Progress Payments to completion.
- All payments are non-refundable.
- Invoices are due on receipt. Delinquent invoice payments to be charged 2% per month
 on account balance for time period determined by YBC. In event of non-payment or
 dispute, customer shall be responsible for attorney fees and YBC cost of collection. Any
 action or suit arising hereunder shall be brought in Tampa, FL jurisdiction, without regard
 to principles of conflict of laws or forum non-convenience.
- Owner/Contractor will provide YBC with a copy of any notice of commencement upon execution of this agreement. If a notice of commencement has not been filed, Owner/ Contractor shall provide YBC with a legal description of the site upon execution of this agreement.

| Ву: | | |
|-----|--|------|
| | Authorized Representative, YORK BRIDGE CONCEPTS™ | Date |

Acceptance of Contract: Price, scope of work, specifications, and additional scope of work items **included in this contract** are satisfactory and are hereby accepted. Payment will be made as outlined above. Pricing for the items in this contract may change if the work is not scheduled within 90 days of acceptance.

This Contract has been negotiated by the Parties and they agree that it will not be construed more strongly against any party hereto regardless of who is responsible for its preparation. By signing below, I understand that I am entering into a contractual agreement with York Bridge Concepts™ for the work described in this document and agree to abide by the terms and conditions in this document.

| Date: | Signature: | |
|-------|-------------|--|
| Dale. | Sidilatule. | |

All payments & signed contracts to be sent to:
York Bridge Concepts™
- 2423 Brunello Trace; Lutz, FL 33558 -

9

7/18/2025

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025

BY: Kisinger Campo & Associates, Corp. STRUCTURE NAME: Heritage 1

OWNER: Charlotte County

MAINTAINED BY: Charlotte County

YEAR BUILT: 2005

SECTION NO.: 01 000 000

STRUCTURE TYPE: 7 Timber – 02 Stringer/Girder MP: 0.000

LOCATION: Heritage Landing Blvd at NE Canal ROUTE: 00000

SERV. TYPE ON: 5 Highway-Pedestrian FACILITY CARRIED: Heritage Landing Blvd

SERV. TYPE UNDER: 5 Waterway FEATURE INTERSECTED: NE Canal

| ☐ FUNCTIONALLY OBSOLETE | | STRUCTURALLY DEFICIENT |
|-------------------------|--|------------------------|
|-------------------------|--|------------------------|

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 06/13/2025 UNDERWATER: N/A

SUFFICIENCY RATING: HEALTH INDEX:

Structure ID: Heritage 1 **DISTRICT: D1 - Bartow** INSPECTION DATE: 06/13/2025

> BY: Kisinger Campo & Associates, STRUCTURE NAME: Heritage 1

Corp.

OWNER: Charlotte County YEAR BUILT: 2005 MAINTAINED BY: Charlotte County SECTION NO.: 01 000 000

STRUCTURE TYPE: 7 Timber – 02 Stringer/Girder MP: 0.00 LOCATION: Heritage Landing Blvd at NE Canal ROUTE: 00000

SERV. TYPE ON: 5 Highway-Pedestrian FACILITY CARRIED: Heritage Landing Blvd

SERV. TYPE UNDER: FEATURE INTERSECTED: **NE Canal** 5 Waterway

THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS

THIS BRIDGE IS SCOUR CRITICAL

THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION

FUNCTIONALLY OBSOLETE STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 06/13/2025 UNDERWATER: N/A

OVERALL NBI RATINGS:

DECK: 7 Good CHANNEL: 8 Protected SUPERSTRUCTURE: 7 Good CULVERT: N N/A (NBI)

SUBSTRUCTURE: 6 Satisfactory SUFF. RATING: PERF. RATING: N/A **HEALTH INDEX:**

FIELD PERSONNEL / TITLE / NUMBER: **INITIALS**

Martinez, Jonathan - Bridge Inspection Technician

DeYoung, Matthew - Engineer in Training

Santiago, Peter - Certified Bridge Inspector (CBI #00591)

REVIEWING BRIDGE INSPECTION SUPERVISOR:

McMinn, Brice - Bridge Inspector (CBI #00405)

Brice E McMlnn

Digitally signed by Brice E McMInn Date: 2025.07.25 14:55:52 -04'00'

CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Cochran, Robert - Professional Engineer (PE #45177) Kisinger Campo & Associates 4524 Oak Fair Blvd.

Certificate of Authorization #2317

Tampa Florida 33610

Robert P Cochran

Digitally signed by Robert P Cochran

Date: 2025.07.25 15:04:50 -04'00'

DATE:

SIGNATURE:

The official record of this package has been electronically signed and sealed using a Digital Signature as required by 61G15-23.004 F.A.C. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

INSPECTION DATE: 06/13/2025

BRIDGE INSPECTION REPORT

Structure ID: Heritage 1 DISTRICT: D1 - Bartow

All Elements

DECKS: Decks/Slab

Note: This element represents the timber deck top with timber runners and curbs.

Timber Deck:

The timber curbs have checks up to 1/4in. wide x 1in. deep intermittently with associated deterioration/decay. Refer to Photo 1.

The southwest approach curb at the bridge transition along the top face has a 3in. L x 7in. W x 1/4in. D spall.

The right curb at the south end over Abutment 1 has a area of heavy decay up to 4in. long x 3in. wide with a 1ft. deep area of section loss. Refer to Photo 2.

The deck planks ends at Span 9 near Abutment 10 along the left side has five areas of moderate decay with up to 2in. long section loss. Refer to Photo 3.

Wearing Surface:

The timber runners and sidewalk planks have checks up to 1/4in. wide x 1in. deep intermittently throughout. Refer to Photo 4.

The timber runners and sidewalk planks have light to moderate deterioration/decay up to 6ft. L x 2in. W x 1/2in. D primarily along the travel lanes in the wheel paths. Refer to Photo 5.

Span 1 Lane 2 over Abutment 1 has a split runner up to 3ft. long x 1in. wide. Refer to Photo 6.

MISCELLANEOUS: Channel

Note: This element represents the channel.

Channel:

No deficiencies observed.

SUBSTRUCTURE: Substructure

Note: This element represents the timber abutment caps, bent caps and piles.

Timber Walls:

Abutment 1 backwall has three boards with heavy decay up to 2ft. long x full board width with section loss (10% section remaining) adjacent to groundline at Piles 1-2 1-3 and 1-4. Refer to Photo 7.

Abutment 10 backwall at Pile 10-5 has a board with heavy decay up to 1ft. long x full board width with section loss (10% section remaining) adjacent to groundline. Refer to Photo 8.

Timber Abutments:

No deficiencies observed.

Timber Piles:

All the piles have checks up to 1/16in. wide x 1in. deep intermittently throughout.

Pile 4-3 along the west quadrant at the bent cap has a 3ft. L x 8in. W x 1in. D shake. Refer to Photo 9.

Timber Bent Caps:

The bent caps have checks up to 1/8in. wide x 1/2in. deep with the ends being the worst areas.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 1 DISTRICT: D1 - Bartow

RICT: D1 - Bartow INSPECTION DATE: 06/13/2025

Bent 9 cap between Piles 9-5 and 9-6 along the north face at the bottom edge has a 4ft. L x 5in. W x 1in. D shake. Refer to Photo 10.

SUPERSTRUCTURE: Superstructure

Note: This element represents the timber beams and bridge rails.

Timber Beams:

The beams have checks up to 1/8in. wide x 2in. deep intermittently throughout. Refer to Photo 11.

The end of Beam 2-1 over Bent 3 and 9-3 over Bent 9 have vertical splits up to full beam height x 1/8in. wide. Refer to Photo 12.

Timber Bridge Rails:

The bridge rails have checks up to 1/2in. wide x 2in. deep intermittently throughout. Refer to Photo 13.

The bridge rails have light deterioration/decay up to 1/8in. deep.

The right traffic bridge rail at Span 2 has a 10ft. long section that was replaced.

Total Number of Elements*: 7

*excluding defects/protective systems

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025

Structure Notes

BRIDGE OWNER: Charlotte County Structure inventoried south to north.

INSPECTION NOTES:

06/13/2025

This is an initial inspection.

A photo inventory is included with this report.

The NBI rating for Item 60 Substructure is coded a 6-Satisfactory due to the noted decay at the backwalls

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Location Map

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 1 - Timber Deck

Typical checks with deterioration/decay along the curbs (right curb shown)

REPAIR RECOMMENDATION:

Repair deterioration/decay along the timber curbs.

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 2 - Timber Deck

Decay with section loss at the south end of the right curb over Abutment 1

REPAIR RECOMMENDATION: Refer to photo 1.

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 3 – Timber Deck

Decay with section loss along the left side of the deck plank at Span 9 near Abutment 10

REPAIR RECOMMENDATION:

None

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 4 - Timber Deck (Wearing Surface)

Typical checks along the timber runners (Span 3 shown)

REPAIR RECOMMENDATION:

Replace the timber runners and sidewalk planks throughout the deck top.

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 5 - Timber Deck (Wearing Surface)

Typical deterioration/decay in the timber runners along the travel lanes in the wheel paths (Span 9 Lane 2 shown)

REPAIR RECOMMENDATION:

Refer to photo 4.

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 6 - Timber Deck (Wearing Surface)

Split runner at Span 1 Lane 2 over Abutment 1

REPAIR RECOMMENDATION: Refer to photo 4.

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 7 - Timber Walls

Decay with section loss at Abutment 1 backwall at Piles 1-2 thru 1-4

REPAIR RECOMMENDATION:

Repair decay at Abutment 1 backwall adjacent to groundline at Piles 1-2 thru 1-4.

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 8 - Timber Walls

Decay with section loss at Abutment 10 backwall at Pile 10-5

REPAIR RECOMMENDATION:

Repair decay at Abutment 10 backwall adjacent to groundline at Pile 10-5.

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 9 - Timber Piles

Shake along the west quadrant of Pile 4-3

REPAIR RECOMMENDATION: None

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 10 - Timber Bent Caps

Shake at Bent 9 cap between Piles 9-5 and 9-6 along the north face at the bottom edge

REPAIR RECOMMENDATION:

None

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 11 – Timber Beams

Typical checks at the beams (Beam 4-2 shown)

REPAIR RECOMMENDATION:

None

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 12 - Timber Beams

Splits at the end of Beam 9-3 over Bent 9

REPAIR RECOMMENDATION: None

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 13 - Timber Bridge Railing

Typical checks along the bridge rails (Span 9 left north end shown)

REPAIR RECOMMENDATION: None

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 1
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025

These measurements are provided to track changes in the channel bottom profile.

CHANNEL PROFILE

| LEFT SIDE (WEST FASCIA) | | | |
|-------------------------|----------|--|--|
| | 06/13/25 | | |
| | | | |
| Abutment 1 | 7.7 | | |
| Bent 2 | 9.2 | | |
| Bent 3 | 10.4 | | |
| Bent 4 | 10.9 | | |
| Bent 5 | 10.8 | | |
| Bent 6 | 10.8 | | |
| Bent 7 | 11.2 | | |
| Bent 8 | 10.3 | | |
| Bent 9 | 9.8 | | |
| Abutment 10 | 8.5 | | |
| | | | |
| Waterline at Bent 5 | Dry | | |

| RIGHT SIDE (EAST FASCIA) | | | |
|--------------------------|----------|--|--|
| | 06/13/25 | | |
| | | | |
| Abutment 1 | 7.9 | | |
| Bent 2 | 10.8 | | |
| Bent 3 | 10.6 | | |
| Bent 4 | 10.4 | | |
| Bent 5 | 10.9 | | |
| Bent 6 | 11.0 | | |
| Bent 7 | 10.9 | | |
| Bent 8 | 10.0 | | |
| Bent 9 | 9.7 | | |
| Abutment 10 | 8.8 | | |
| | • | | |
| Waterline at Bent 5 | Dry | | |

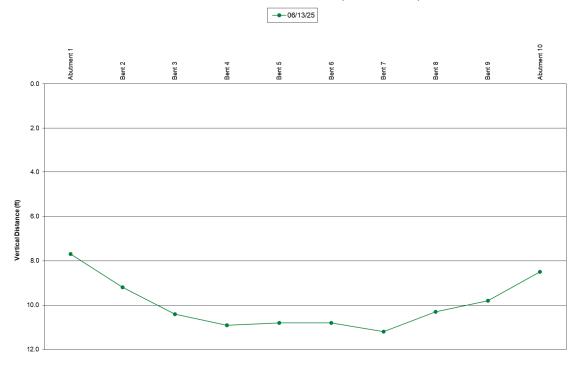
All measurements are in feet and are referenced to the top of the pedestrian timber bridge rail.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 1 DISTRICT: D1 - Bartow

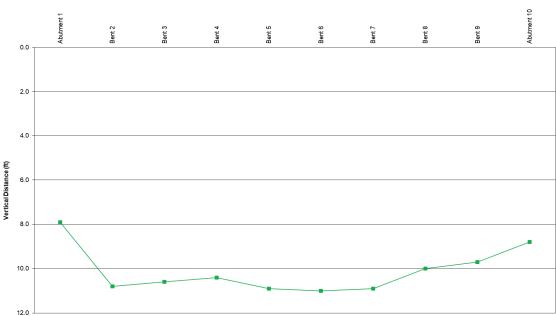
STRICT: D1 - Bartow INSPECTION DATE: 06/13/2025

CHANNEL PROFILE - LEFT SIDE (WEST FASCIA)



CHANNEL PROFILE - RIGHT SIDE (EAST FASCIA)



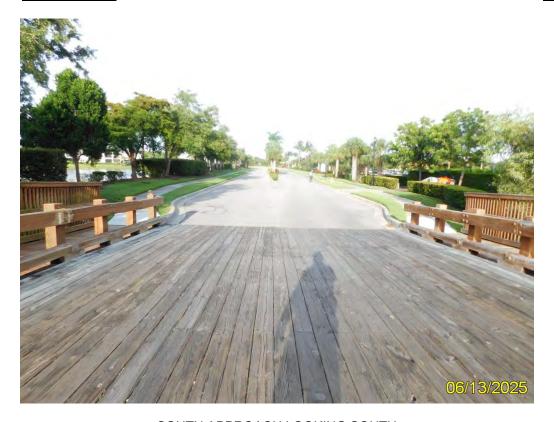




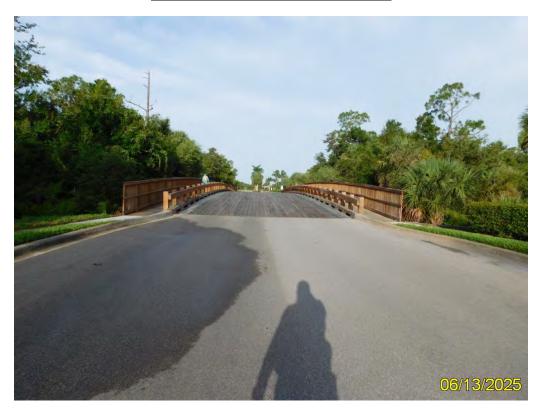
TYPICAL BRIDGE RAILING



SOUTH APPROACH LOOKING NORTH



SOUTH APPROACH LOOKING SOUTH



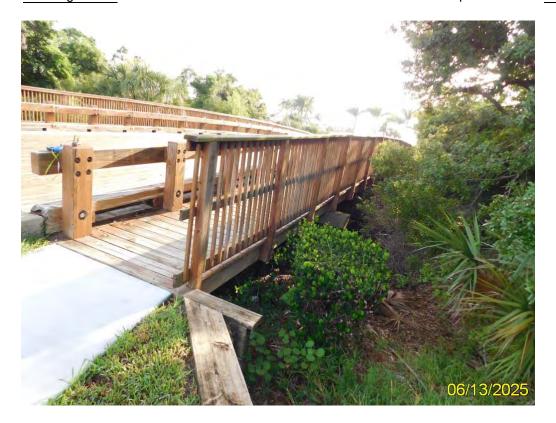
NORTH APPROACH LOOKING SOUTH



NORTH APPROACH LOOKING NORTH



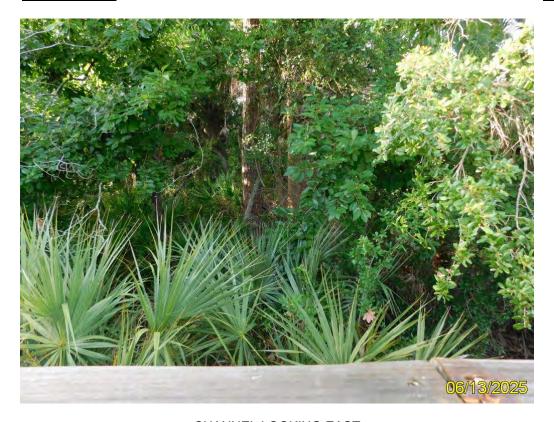
WEST ELEVATION



EAST ELEVATION



TYPICAL UNDERSIDE



CHANNEL LOOKING EAST



CHANNEL LOOKING WEST

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025

BY: Kisinger Campo & Associates, Corp. STRUCTURE NAME: Heritage 2

OWNER: Charlotte County YEAR BUILT: 2005
MAINTAINED BY: Charlotte County SECTION NO.: 01 000 000

STRUCTURE TYPE: 7 Timber – 02 Stringer/Girder MP: 0.000

LOCATION: Heritage Landing Blvd at SE Canal ROUTE: 00000
SERV. TYPE ON: 5 Highway-Pedestrian FACILITY CARRIED: Heritage Landing Blvd

SERV. TYPE UNDER: 5 Waterway FEATURE INTERSECTED: SE Canal

| ☐ FUNCTIONALLY OBSOLETE | ☐ STRUCTURALLY DEFICIENT |
|-------------------------|--------------------------|
|-------------------------|--------------------------|

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 06/12/2025 UNDERWATER: N/A

SUFFICIENCY RATING: HEALTH INDEX:

DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025 BY: Kisinger Campo & Associates, STRUCTURE NAME:

Heritage 2

Corp.

OWNER: **Charlotte County** YEAR BUILT: 2005 MAINTAINED BY: Charlotte County SECTION NO.: 01 000 000

STRUCTURE TYPE: 7 Timber – 02 Stringer/Girder MP: 0.00 LOCATION: Heritage Landing Blvd at SE Canal ROUTE: 00000

SERV. TYPE ON: 5 Highway-Pedestrian FACILITY CARRIED: Heritage Landing Blvd

SERV. TYPE UNDER: 5 Waterway FEATURE INTERSECTED: SE Canal

THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS

THIS BRIDGE IS SCOUR CRITICAL

THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION

FUNCTIONALLY OBSOLETE STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 06/12/2025 UNDERWATER: N/A

OVERALL NBI RATINGS:

Structure ID: Heritage 2

DECK: 8 Very Good CHANNEL: 8 Protected SUPERSTRUCTURE: 7 Good CULVERT: N N/A (NBI)

SUBSTRUCTURE: 7 Good SUFF. RATING: PERF. RATING: N/A **HEALTH INDEX:**

FIELD PERSONNEL / TITLE / NUMBER: **INITIALS**

Santiago, Peter - Certified Bridge Inspector (CBI #00591)

Martinez, Jonathan – Bridge Inspection Technician

DeYoung, Matthew - Engineer in Training

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Brice E McMlnn McMinn, Brice - Bridge Inspector (CBI #00405)

Digitally signed by Brice E McMinn

Date: 2025.07.25 14:21:39 -04'00'

CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Cochran, Robert - Professional Engineer (PE #45177) Kisinger Campo & Associates 4524 Oak Fair Blvd.

Certificate of Authorization #2317

Tampa Florida 33610

Digitally signed by Robert P Cochran Date: 2025 07 25 14-56 44 Robert P Cochran

SIGNATURE:

DATE:

The official record of this package has been electronically signed and sealed using a Digital Signature as required by 61G15-23.004 F.A.C. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

INSPECTION DATE: 06/12/2025

BRIDGE INSPECTION REPORT

Structure ID: Heritage 2 DISTRICT: D1 - Bartow

All Elements

DECKS: Decks/Slab

Note: This element represents the timber deck top with timber runners and curbs.

Timber Deck:

The timber curbs have checks up to 1/4in. wide x 1in. deep intermittently with associated deterioration/decay. Refer to Photo 1.

The northwest approach curb at the bridge transition along the top face has a 5in. long x 7in. wide delamination.

The south approach roadway along the bridge transition has three potholes up to 1ft. L x 10in. W x 1in. D with the worst area in Lane 2. Refer to Photo 2.

Wearing Surface:

The timber runners and sidewalk planks have checks up to 1/4in. wide x 1in. deep intermittently throughout. Refer to Photo 3.

The timber runners and sidewalk planks have light to moderate deterioration/decay up to 3ft. L x 2in. W x 1/2in. D primarily along the travel lanes in the wheel paths. Refer to Photo 4.

Span 1 Lane 2 over Abutment 1 has a split runner up to 3ft. long x 2in. wide. Refer to Photo 5.

MISCELLANEOUS: Channel

Note: This element represents the channel.

Channel:

No deficiencies observed.

SUBSTRUCTURE: Substructure

Note: This element represents the timber abutment caps, bent caps and piles.

Timber Walls:

No deficiencies observed.

Timber Abutments:

No deficiencies observed.

Timber Piles:

All the piles have checks up to 1/8in. wide x 1/2in. deep intermittently throughout.

Timber Bent Caps:

The bent caps have checks up to 1/8in. wide x 3/4in. deep with the ends being the worst areas. Refer to Photo 6.

SUPERSTRUCTURE: Superstructure

Note: This element represents the timber beams and bridge rails.

Timber Beams:

The beams have checks up to 1/8in. wide x 2in. deep intermittently throughout. Refer to Photo 7.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 2
DISTRICT: D1 - Bartow

STRICT: D1 - Bartow INSPECTION DATE: 06/12/2025

Beams 5-14 and 6-4 near mid-span along the bottom have shakes up to 3ft. long x 4in. wide. Refer to Photos 8 and 9.

Timber Bridge Rails:

The bridge rails have checks up to 1/2in. wide x 2in. deep intermittently throughout. Refer to Photo 10.

The bridge rails have light to moderate deterioration/decay up to 1/4in. deep. Refer to Photo 11.

The right bridge rail at the south end over Abutment 1 has a 9in. long x 2in. wide shake. Refer to Photo 12.

Total Number of Elements*: 7
*excluding defects/protective systems

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025

Structure Notes

BRIDGE OWNER: Charlotte County Structure inventoried south to north.

INSPECTION NOTES: 06/12/2025

This is an initial inspection

A photo inventory is included with this report

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Location Map

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 1 – Timber Deck

Typical checks with deterioration/decay along the curbs (left curb shown)

REPAIR RECOMMENDATION:

Repair checks with deterioration/decay along the timber curbs.

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 2 – Timber Deck

Potholes at the south approach roadway at the bridge transition in Lane 2

REPAIR RECOMMENDATION:

Repair potholes at the south approach roadway at the bridge transition.

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 3 - Timber Deck (Wearing Surface)

Typical checks in the timber runners

REPAIR RECOMMENDATION:

Replace timber runners throughout the deck top.

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 4 - Timber Deck (Wearing Surface)

Typical deterioration/decay in the timber runners along the travel lanes in the wheel paths

REPAIR RECOMMENDATION:

Refer to Photo 3.

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 5 - Timber Deck (Wearing Surface)

Split runner in Span 1 Lane 2 over Abutment 1

REPAIR RECOMMENDATION: Refer to photo 3.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 6 - Timber Bent Caps

Typical checks at the bent caps (Bent 10 cap shown)

REPAIR RECOMMENDATION: None

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 7 - Timber Beams

Typical checks at the beams (Beam 4-1 shown)

REPAIR RECOMMENDATION: None

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 8 - Timber Beams

Shake near mid-span along the bottom of Beam 5-14

REPAIR RECOMMENDATION:

None

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 9 - Timber Beams

Shake near mid-span along the bottom of Beam 6-4

REPAIR RECOMMENDATION:

None

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025

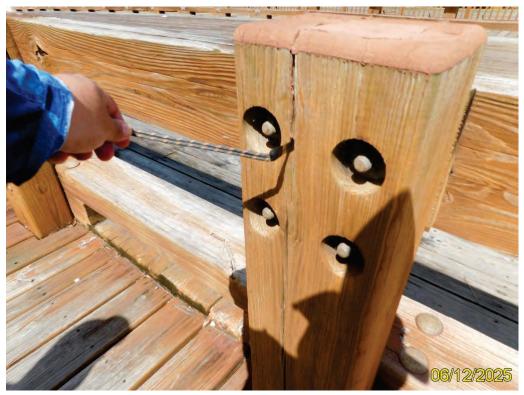


Photo 10 - Timber Bridge Railing

Typical checks along the bridge rails (Post 5-1 right shown)

REPAIR RECOMMENDATION:

None

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 11 - Timber Bridge Railing

Typical deterioration/decay along the bridge rails (Post 3-1 left shown)

REPAIR RECOMMENDATION:

None

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 12 - Timber Bridge Railing

Shake at south end of the left bridge rail over Abutment 1

REPAIR RECOMMENDATION: None

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025

These measurements are provided to track changes in the channel bottom profile.

CHANNEL PROFILE

| LEFT SIDE (WEST FASCIA) | | | |
|-------------------------|----------|--|--|
| | 06/12/25 | | |
| | | | |
| Abutment 1 | 8.6 | | |
| Bent 2 | 9.4 | | |
| Bent 3 | 10.1 | | |
| Bent 4 | 11.1 | | |
| Bent 5 | 11.9 | | |
| Bent 5.5 | 11.4 | | |
| Bent 6 | 11.5 | | |
| Bent 7 | 12.0 | | |
| Bent 8 | 11.8 | | |
| Bent 9 | 11.1 | | |
| Bent 10 | 10.5 | | |
| Abutment 11 | 8.4 | | |

| Waterline at Bent 5.5 | Dry |
|-----------------------|-----|
| Tratomino at Bonk 0.0 | 2.3 |

| RIGHT SIDE (EAST FASCIA) | | | |
|--------------------------|----------|--|--|
| | 06/12/25 | | |
| | | | |
| Abutment 1 | 8.9 | | |
| Bent 2 | 11.0 | | |
| Bent 3 | 11.4 | | |
| Bent 4 | 12.2 | | |
| Bent 5 | 12.3 | | |
| Bent 5.5 | 12.2 | | |
| Bent 6 | 11.9 | | |
| Bent 7 | 11.6 | | |
| Bent 8 | 11.6 | | |
| Bent 9 | 10.5 | | |
| Bent 10 | 9.4 | | |
| Abutment 11 | 8.3 | | |

| Waterline at Bent 5.5 | Dry |
|-----------------------|-----|
|-----------------------|-----|

All measurements are in feet and are referenced to the top of the pedestrian timber bridge rail.

Structure ID: Heritage 2
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025

CHANNEL PROFILE - LEFT SIDE (WEST FASCIA)



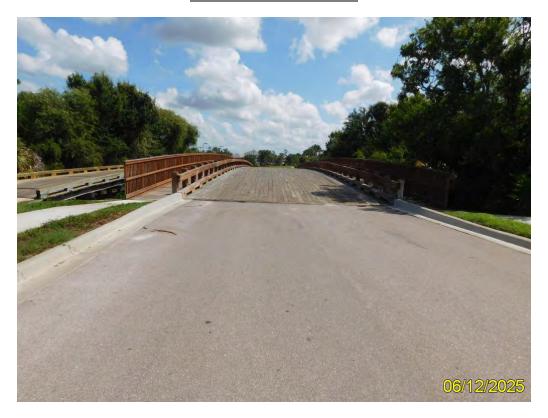
CHANNEL PROFILE - RIGHT SIDE (EAST FASCIA)



This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.



TYPICAL BRIDGE RAILING



SOUTH APPROACH LOOKING NORTH



SOUTH APPROACH LOOKING SOUTH



NORTH APPROACH LOOKING SOUTH

Bridge No: Heritage 2 Inspection Date: 06/12/2025



NORTH APPROACH LOOKING NORTH



WEST ELEVATION



EAST ELEVATION



TYPICAL UNDERSIDE



CHANNEL LOOKING EAST



CHANNEL LOOKING WEST

Structure ID: Heritage 3
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025

BY: Kisinger Campo & Associates, Corp. STRUCTURE NAME: Heritage 3

OWNER: Charlotte County

MAINTAINED BY: Charlotte County

YEAR BUILT: 2005

SECTION NO.: 01 000 000

STRUCTURE TYPE: 7 Timber – 02 Stringer/Girder MP: 0.000

LOCATION: Heritage Landing Blvd at SW Canal ROUTE: 00000

SERV. TYPE ON: 5 Highway-Pedestrian FACILITY CARRIED: Heritage Landing Blvd

SERV. TYPE UNDER: 5 Waterway FEATURE INTERSECTED: SW Canal

| ☐ FUNCTIONALLY OBSOLETE | | STRUCTURALLY DEFICIENT |
|-------------------------|--|------------------------|
|-------------------------|--|------------------------|

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 06/12/2025 UNDERWATER: N/A

SUFFICIENCY RATING: HEALTH INDEX:

Structure ID: Heritage 3 **DISTRICT: D1 - Bartow** INSPECTION DATE: 06/12/2025

> BY: Kisinger Campo & Associates, STRUCTURE NAME: Heritage 3

Corp.

OWNER: Charlotte County YEAR BUILT: 2005 MAINTAINED BY: Charlotte County SECTION NO.: 01 000 000

STRUCTURE TYPE: 7 Timber – 02 Stringer/Girder MP: 0.00 LOCATION: Heritage Landing Blvd at SW Canal ROUTE: 00000

SERV. TYPE ON: 5 Highway-Pedestrian FACILITY CARRIED: Heritage Landing Blvd

SERV. TYPE UNDER: FEATURE INTERSECTED: SW Canal 5 Waterway

THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS

THIS BRIDGE IS SCOUR CRITICAL

THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION

FUNCTIONALLY OBSOLETE STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 06/12/2025 UNDERWATER: N/A

OVERALL NBI RATINGS:

DECK: 8 Very Good CHANNEL: 8 Protected SUPERSTRUCTURE: 7 Good CULVERT: N N/A (NBI)

SUBSTRUCTURE: 7 Good SUFF. RATING: PERF. RATING: N/A **HEALTH INDEX:**

FIELD PERSONNEL / TITLE / NUMBER: INITIALS

Santiago, Peter - Certified Bridge Inspector (CBI #00591)

Martinez, Jonathan – Bridge Inspection Technician

DeYoung, Matthew - Engineer in Training

REVIEWING BRIDGE INSPECTION SUPERVISOR:

Digitally signed by Brice E McMinn Brice E McMlnn McMinn, Brice - Bridge Inspector (CBI #00405) Date: 2025.07.25 14:21:13 -04'00'

CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Cochran, Robert - Professional Engineer (PE #45177) Kisinger Campo & Associates 4524 Oak Fair Blvd.

Certificate of Authorization #2317

Tampa Florida 33610

Robert P Cochran Digitally signed by Robert P Cochran Date: 2025.07.25 14:56:17 -04'00' Digitally signed by Robert P Cochran

SIGNATURE:

DATE:

The official record of this package has been electronically signed and sealed using a Digital Signature as required by 61G15-23.004 F.A.C. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

INSPECTION DATE: 06/12/2025

BRIDGE INSPECTION REPORT

Structure ID: Heritage 3 DISTRICT: D1 - Bartow

All Elements

DECKS: Decks/Slab

Note: This element represents the timber deck top with timber runners and curbs.

Timber Deck:

The timber curbs have checks up to 1/4in. wide x 1in. deep intermittently with associated deterioration/decay. Refer to Photo 1.

The northwest approach curb at the bridge transition along the top face has a 6in. L x 7in. W x 1/4in. D spall/delamination.

Wearing Surface:

The timber runners and sidewalk planks have checks up to 1/4in. wide x 1in. deep intermittently throughout. Refer to Photo 2.

The timber runners and sidewalk planks have light to moderate deterioration/decay up to 40in. L x 2in. W x 1/2in. D primarily along the travel lanes in the wheel paths. Refer to Photos 3 and 4.

Span 2 Lane 2 over Bent 2 has a split runner up to 4ft. long x 2in. wide. Refer to Photo 5.

MISCELLANEOUS: Channel

Note: This element represents the channel.

Channel:

No deficiencies observed.

SUBSTRUCTURE: Substructure

Note: This element represents the timber abutment caps, bent caps and piles.

Timber Walls:

The southeast wingwall end has 5ft. L x 3ft. W x 2ft. D washout. Refer to Photo 6.

Timber Abutments:

No deficiencies observed.

Timber Piles:

All the piles have checks up to 1/4in. wide x 1in. deep intermittently throughout. Refer to Photo 7.

The cross bracing at the piles has moderate corrosion on the hardware along the high water mark/mudline intermittently throughout. Refer to Photo 8.

Timber Bent Caps:

The bent caps have checks up to 1/4in. wide x 3in. deep with the ends being the worst areas. Refer to Photo 9.

SUPERSTRUCTURE: Superstructure

Note: This element represents the timber beams and bridge rails.

Timber Beams:

The beams have checks up to 1/8in. wide x 2in. deep intermittently throughout. Refer to Photo 10.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow
INSPECTION DATE: 06/12/2025

Timber Bridge Rails:

The bridge rails have checks up to 1/2in. wide x 2in. deep intermittently throughout. Refer to Photo 11.

The bridge rails have light to moderate deterioration/decay up to 1/4in. deep. Refer to Photo 12.

The right bridge rail at the south end over Abutment 1 has a 4in. diameter decay area with 1ft. long section loss. Refer to Photo 13.

Total Number of Elements*: 7 *excluding defects/protective systems

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025

Structure Notes

BRIDGE OWNER: Charlotte County Structure inventoried south to north.

INSPECTION NOTES:

06/12/2025

This is an initial inspection.

A photo inventory is included with this report.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Location Map

Structure ID: Heritage 3
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 1 - Timber Deck

Typical checks with deterioration/decay along the curbs (right curb shown)

REPAIR RECOMMENDATION:

Repair checks with deterioration/decay along the timber curbs.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow
INSPECTION DATE: 06/12/2025



Photo 2 - Timber Deck (Wearing Surface)

Typical checks along the timber runners (Span 6 Lane 2 shown)

REPAIR RECOMMENDATION:

Replace runners and sidewalk planks throughout the deck top.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow
INSPECTION DATE: 06/12/2025



Photo 3 - Timber Deck (Wearing Surface)

Typical deterioration/decay in the timber runners along the travel lanes in the wheel paths (Span 1 center runners shown)

REPAIR RECOMMENDATION: Refer to photo 2.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 4 - Timber Deck (Wearing Surface)

Typical deterioration/decay in the sidewalk planks

REPAIR RECOMMENDATION:

Refer to photo 2.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 5 - Timber Deck (Wearing Surface)

Split runner in Span 2 Lane 2 over Bent 2

REPAIR RECOMMENDATION:

Refer to photo 2.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow
INSPECTION DATE: 06/12/2025



Photo 6 - Timber Walls

Washout at the southeast wingwall end

REPAIR RECOMMENDATION:

Repair washout at the southeast wingwall end.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 7 - Timber Piles

Typical checks in the piles (Pile 3-5 shown)

REPAIR RECOMMENDATION: None

Structure ID: Heritage 3
DISTRICT: D1 - Bartow
INSPECTION DATE: 06/12/2025



Photo 8 - Timber Piles

Typical corrosion at the hardware of the cross bracing for the piles along the high water mark/mudline (Pile 4-3 cross bracing shown)

REPAIR RECOMMENDATION:

Clean and paint hardware of the cross bracing for the piles.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow
INSPECTION DATE: 06/12/2025



Photo 9 - Timber Bent Caps

Typical checks at the bent caps (Bent 5 cap right end shown)

REPAIR RECOMMENDATION:

None

Structure ID: Heritage 3
DISTRICT: D1 - Bartow
INSPECTION DATE: 06/12/2025



Photo 10 - Timber Beams

Typical checks at the beams (Beam 4-17 east face shown)

REPAIR RECOMMENDATION:

None

Structure ID: Heritage 3
DISTRICT: D1 - Bartow
INSPECTION DATE: 06/12/2025



Photo 11 - Timber Bridge Railing

Typical checks along the bridge rails (Post 1-5 right shown)

REPAIR RECOMMENDATION: None

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow INSPECTION DATE: 06/12/2025



Photo 12 - Timber Bridge Railing

Typical deterioration/decay along the bridge rails (Post 1-2 left shown)

REPAIR RECOMMENDATION: None

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 3
DISTRICT: D1 - Bartow
INSPECTION DATE: 06/12/2025



Photo 13 - Timber Bridge Railing

Decay area with section loss at the south end of the right bridge rail over Abutment 1

REPAIR RECOMMENDATION:

Repair decay with section loss at the south end of the right bridge rail over Abutment 1.

Structure ID: Heritage 3 DISTRICT: D1 - Bartow

INSPECTION DATE: 06/12/2025

These measurements are provided to track changes in the channel bottom profile.

CHANNEL PROFILE

| LEFT SIDE (WEST FASCIA) | | | | |
|-------------------------|----------|--|--|--|
| | 06/12/25 | | | |
| | | | | |
| Abutment 1 | 8.8 | | | |
| Bent 2 | 9.5 | | | |
| Bent 3 | 10.2 | | | |
| Bent 3.5 | 10.4 | | | |
| Bent 4 | 10.4 | | | |
| Bent 5 | 9.8 | | | |
| Abutment 6 | 8.5 | | | |
| | | | | |
| Waterline at Bent 3.5 | 10.3 | | | |

| RIGHT SIDE (EAST FASCIA) | | | |
|--------------------------|----------|--|--|
| | 06/12/25 | | |
| | | | |
| Abutment 1 | 8.2 | | |
| Bent 2 | 9.7 | | |
| Bent 3 | 10.3 | | |
| Bent 3.5 | 10.4 | | |
| Bent 4 | 10.2 | | |
| Bent 5 | 9.2 | | |
| Abutment 6 | 8.1 | | |
| | | | |
| Waterline at Bent 3.5 | 10.1 | | |

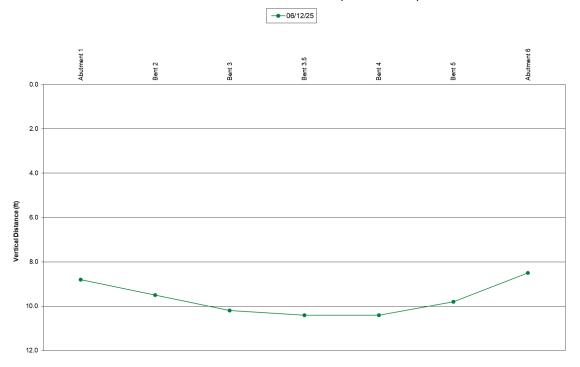
All measurements are in feet and are referenced to the top of the pedestrian timber bridge rail.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

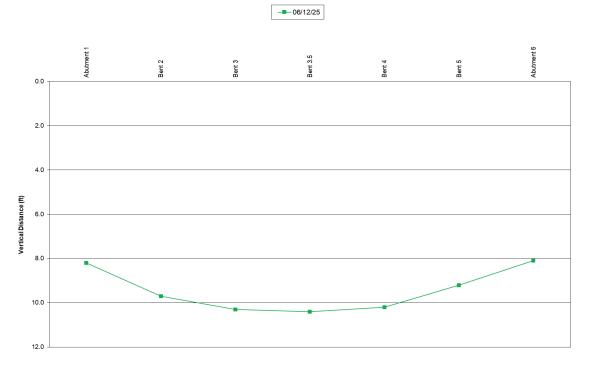
Structure ID: Heritage 3
DISTRICT: D1 - Bartow

STRICT: D1 - Bartow INSPECTION DATE: 06/12/2025

CHANNEL PROFILE - LEFT SIDE (WEST FASCIA)



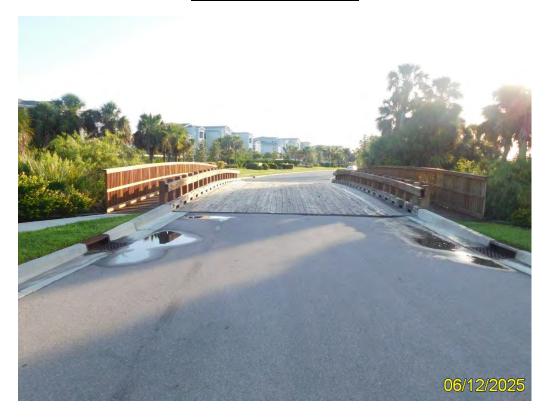
CHANNEL PROFILE - RIGHT SIDE (EAST FASCIA)



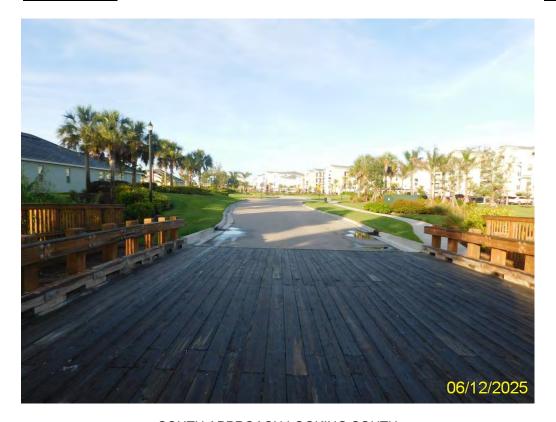
This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.



TYPICAL BRIDGE RAILING



SOUTH APPROACH LOOKING NORTH



SOUTH APPROACH LOOKING SOUTH



NORTH APPROACH LOOKING SOUTH



NORTH APPROACH LOOKING NORTH



WEST ELEVATION



EAST ELEVATION



TYPICAL UNDERSIDE



CHANNEL LOOKING EAST



CHANNEL LOOKING WEST

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025

BY: Kisinger Campo & Associates, Corp. STRUCTURE NAME: Heritage 4

OWNER: Charlotte County YEAR BUILT: 2005
MAINTAINED BY: Charlotte County SECTION NO.: 01 000 000

STRUCTURE TYPE: 7 Timber – 02 Stringer/Girder MP: 0.000

LOCATION: Heritage Landing Blvd at NW Canal ROUTE: 00000
SERV. TYPE ON: 5 Highway-Pedestrian FACILITY CARRIED: Heritage Landing Blvd

SERV. TYPE UNDER: 5 Waterway FEATURE INTERSECTED: NW Canal

| ☐ FUNCTIONALLY OBSOLE | TE | □ s | TRUCTURALLY [| DEFICIENT | |
|--------------------------|--------------|-----------|-----------------|-------------|-----|
| TYPE OF INSPECTION: | Regular NBI | | | | |
| DATE FIELD INSPECTION WA | S PERFORMED: | ABOVE WAT | TER: 06/13/2025 | UNDERWATER: | N/A |

SUFFICIENCY RATING: HEALTH INDEX:

Structure ID: Heritage 4 **DISTRICT: D1 - Bartow** INSPECTION DATE: 06/13/2025

> Heritage 4 BY: Kisinger Campo & Associates, STRUCTURE NAME:

Corp.

OWNER: Charlotte County YEAR BUILT: 2005 MAINTAINED BY: Charlotte County SECTION NO.: 01 000 000

STRUCTURE TYPE: 7 Timber – 02 Stringer/Girder MP: 0.00 LOCATION: Heritage Landing Blvd at NW Canal ROUTE: 00000

SERV. TYPE ON: 5 Highway-Pedestrian FACILITY CARRIED: Heritage Landing Blvd

SERV. TYPE UNDER: FEATURE INTERSECTED: **NW Canal** 5 Waterway

THIS BRIDGE CONTAINS FRACTURE CRITICAL COMPONENTS

THIS BRIDGE IS SCOUR CRITICAL

THIS REPORT IDENTIFIES DEFICIENCIES WHICH REQUIRE PROMPT CORRECTIVE ACTION

FUNCTIONALLY OBSOLETE STRUCTURALLY DEFICIENT

TYPE OF INSPECTION: Regular NBI

DATE FIELD INSPECTION WAS PERFORMED: ABOVE WATER: 06/13/2025 UNDERWATER: N/A

OVERALL NBI RATINGS:

DECK: 8 Very Good CHANNEL: 8 Protected SUPERSTRUCTURE: 7 Good CULVERT: N N/A (NBI)

SUBSTRUCTURE: 7 Good SUFF. RATING: PERF. RATING: N/A **HEALTH INDEX:**

FIELD PERSONNEL / TITLE / NUMBER: INITIALS

Martinez, Jonathan - Bridge Inspection Technician

DeYoung, Matthew - Engineer in Training

Santiago, Peter - Certified Bridge Inspector (CBI #00591)

REVIEWING BRIDGE INSPECTION SUPERVISOR:

McMinn, Brice - Bridge Inspector (CBI #00405)

Brice E McMlnn

Digitally signed by Brice E McMinn

Date: 2025.07.25 14:20:47 -04'00'

CONFIRMING REGISTERED PROFESSIONAL ENGINEER:

Cochran, Robert - Professional Engineer (PE #45177) Kisinger Campo & Associates 4524 Oak Fair Blvd.

Certificate of Authorization #2317

Tampa Florida 33610

Robert P Cochran Digitally signed by Robert P Cochran Date: 2025.07.25 14:55:32 -04'00'

SIGNATURE: DATE:

> The official record of this package has been electronically signed and sealed using a Digital Signature as required by 61G15-23.004 F.A.C. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

INSPECTION DATE: 06/13/2025

BRIDGE INSPECTION REPORT

Structure ID: Heritage 4
DISTRICT: D1 - Bartow

All Elements

DECKS: Decks/Slab

Note: This element represents the timber deck top with timber runners and curbs.

Timber Deck:

The timber curbs have checks up to 1/4in. wide x 1-1/2in. deep intermittently with associated deterioration/decay. Refer to Photo 1.

The northwest approach curb at the bridge transition along the top face has a 4in. long x 7in. wide delamination.

Wearing Surface:

The timber runners and sidewalk planks have checks up to 1/4in. wide x 1in. deep intermittently throughout. Refer to Photo 2.

The timber runners and sidewalk planks have light to moderate deterioration/decay up to 6ft. L x 2in. W x 1/2in. D primarily along the travel lanes in the wheel paths. Refer to Photo 3.

MISCELLANEOUS: Channel

Note: This element represents the channel.

Channel:

No deficiencies observed.

SUBSTRUCTURE: Substructure

Note: This element represents the timber abutment caps, bent caps and piles.

Timber Walls:

No deficiencies observed.

Timber Abutments:

No deficiencies observed.

Timber Piles:

All the piles have checks up to 1/16in. wide x 1/2in. deep intermittently throughout.

The cross bracing at the piles has moderate corrosion on the hardware along the high water mark/mudline intermittently throughout. Refer to Photo 4.

Timber Bent Caps:

The bent caps have checks up to 1/8in. wide x 1/2in. deep with the ends being the worst areas.

SUPERSTRUCTURE: Superstructure

Note: This element represents the timber beams and bridge rails.

Timber Beams:

The beams have checks up to 1/8in. wide x 2in. deep intermittently throughout. Refer to Photo 5.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025

Timber Bridge Rails:

The bridge rails have checks up to 1/2in. wide x 2in. deep intermittently throughout. Refer to Photo 6.

The bridge rails have light deterioration/decay up to 1/8in. deep.

The left bridge rail at the north end over Abutment 8 has a 4ft. L x 3in. W x 1in. D area of heavy decay. Refer to Photo 7.

The left sidewalk bridge rail at Abutment 8 has two areas of damage lateral and vertical bracing up to 2ft. long Refer to Photos 8 and 9.

Total Number of Elements*: 7 *excluding defects/protective systems

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025

Structure Notes

BRIDGE OWNER: Charlotte County Structure inventoried south to north.

INSPECTION NOTES:

06/13/2025

This is an initial inspection.

A photo inventory is included with this report.

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Location Map

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 1 - Timber Deck

Typical checks with deterioration/decay along the curbs (left curb shown)

REPAIR RECOMMENDATION:

Repair checks with deterioration/decay along the timber curbs.

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 2 - Timber Deck (Wearing Surface)

Typical checks along the timber runners (Span 7 Lane 2 shown)

REPAIR RECOMMENDATION:

Replace runners throughout the deck top.

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 3 - Timber Deck (Wearing Surface)

Typical deterioration/decay in the timber runners along the travel lanes in the wheel paths (Span 3 Lane 1 shown)

REPAIR RECOMMENDATION: Refer to photo 2.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 4 – Timber Piles

Typical corrosion at the hardware of the cross bracing for the piles along the high water mark/mudline (Bent 4 cross bracing shown)

REPAIR RECOMMENDATION:

Clean and paint hardware of the cross bracing for the piles.

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 5 - Timber Beams

Typical checks at the beams (Beam 5-1 shown)

REPAIR RECOMMENDATION: None

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025

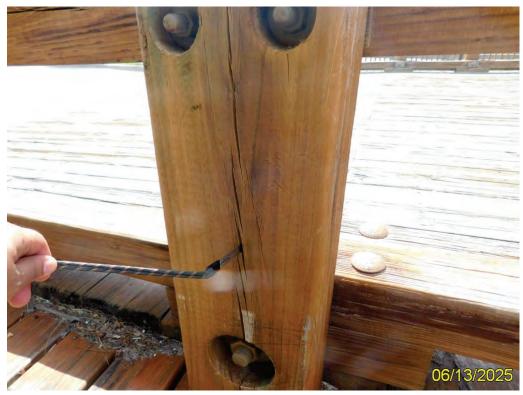


Photo 6 - Timber Bridge Railing

Typical checks along the bridge rails (Post 7-1 left shown)

REPAIR RECOMMENDATION: None

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 7 - Timber Bridge Railing

Decay at the north end of the left bridge rail over Abutment 8

REPAIR RECOMMENDATION:

Repair the decay at the north end of the left bridge rail over Abutment 8.

BRIDGE INSPECTION REPORT

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 8 - Timber Bridge Railing

Damaged lateral bracing at the left sidewalk bridge rail at Bent 7

REPAIR RECOMMENDATION:

Repair damaged lateral and vertical bracing at the left sidewalk bridge rail at Bent 7, and over Abutment 8.

BRIDGE INSPECTION REPORT

Structure ID: Heritage 4
DISTRICT: D1 - Bartow INSPECTION DATE: 06/13/2025



Photo 9 - Timber Bridge Railing

Damaged lateral and vertical bracing at the left sidewalk bridge rail at Abutment 8

REPAIR RECOMMENDATION: See Photo 8.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

BRIDGE INSPECTION REPORT

Structure ID: Heritage 4
DISTRICT: D1 - Bartow

D1 - Bartow INSPECTION DATE: 06/13/2025

These measurements are provided to track changes in the channel bottom profile.

CHANNEL PROFILE

| ST FASCIA) |
|------------|
| 06/13/25 |
| |
| 8.4 |
| 9.9 |
| 10.8 |
| 11.0 |
| 10.9 |
| 10.5 |
| 9.6 |
| 8.1 |
| |
| |

| Waterline at Bent 2 | Dry |
|---------------------|-----|
|---------------------|-----|

| RIGHT SIDE (EA | ST FASCIA) |
|----------------|------------|
| | 06/13/25 |
| | |
| Abutment 1 | 8.4 |
| Bent 2 | 10.7 |
| Bent 3 | 10.3 |
| Bent 4 | 10.8 |
| Bent 5 | 10.7 |
| Bent 6 | 10.2 |
| Bent 7 | 9.4 |
| Abutment 8 | 7.3 |

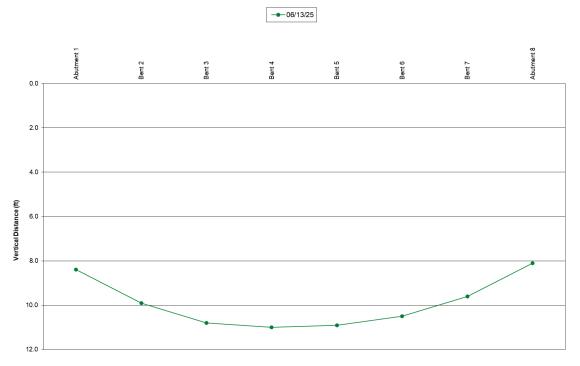
Waterline at Bent 2 10.6

All measurements are in feet and are referenced to the top of the pedestrian timber bridge rail.

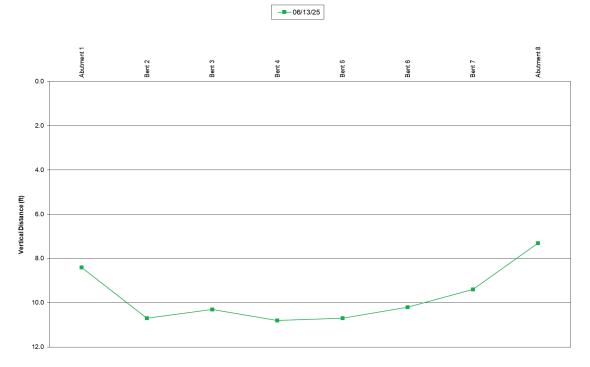
Structure ID: Heritage 4
DISTRICT: D1 - Bartow

INSPECTION DATE: 06/13/2025





CHANNEL PROFILE - RIGHT SIDE (EAST FASCIA)



This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.



TYPICAL BRIDGE RAILING



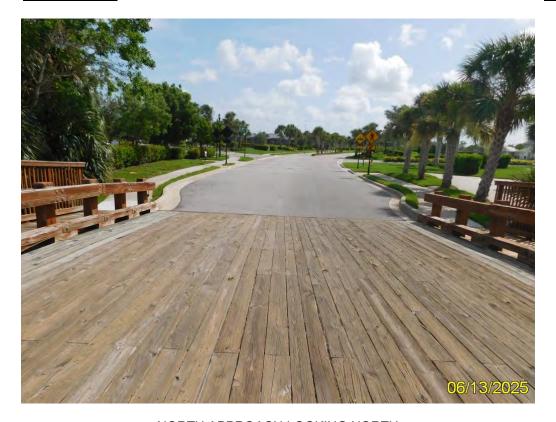
SOUTH APPROACH LOOKING NORTH



SOUTH APPROACH LOOKING SOUTH



NORTH APPROACH LOOKING SOUTH



NORTH APPROACH LOOKING NORTH



WEST ELEVATION



EAST ELEVATION



TYPICAL UNDERSIDE



CHANNEL LOOKING EAST



CHANNEL LOOKING WEST



July 25, 2025

To:

Mr. Richard Freeman

Tern Bay Community Development District

RE: Other Government - Heritage Landing Bridge Inspection Reports Submittal P.O. No. 25-0004

Dear Freeman,

The signed and sealed inspection reports for the following structures are hereby submitted for your approval.

| Bridge No. | Type Inspection | Inspection Date | Comments |
|------------|--------------------|--------------------|----------|
| Heritage 1 | Initial | 06/13/25 | N/A |
| Heritage 2 | Initial | 06/12/25 | N/A |
| Heritage 3 | Initial | 06/12/25 | N/A |
| Heritage 4 | Initial | 06/13/25 | N/A |

If you have any questions, please give me a call.

Sincerely,

Joseph DeYoung, PE, CBI KCA Deputy Project Manager

TERN BAY COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - JULY 2025

FISCAL YEAR 2025

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

JPWard and Associates, LLC

Community Development District Advisors

Tern Bay Community Development District Table of Contents

| Balance Sheet – All Funds | 1-2 |
|---|-----|
| Statement of Revenue, Expenditures and Changes in Fund Bala | nce |
| General Fund | 3-4 |
| Debt Service Fund Series 2005 | 5 |
| Series 2022 | 6 |
| Capital Projects Fund | |
| Series 2022 | 7 |

JPWard & Associates, LLC

2301 NORTHEAST 37 STREET FORT LAUDERDALE, FLORIDA 33308

Tern Bay Community Develoment District Balance Sheet for the Period Ending July 31, 2025

| | | | Govern | menta | Funds | | | | | | |
|---|------|------------|---------------|---------|-------------|----|--------------------|---------------|---------------|--------|----------------|
| | | | Debt Ser | vice Fu | nds | Ca | pital Project Fund | Accoun | t Groups | | |
| | | | | | | | | General Long | General Fixed | Totals | |
| Description | Ge | neral Fund | Series 2005 | | Series 2022 | | Series 2022 | Term Debt | Assets | (Mer | morandum Only) |
| Assets | | | | | | | | | | | |
| Cash and Investments | | | | | | | | | | | |
| General Fund - Invested Cash | \$ | 1,322,321 | \$ - | \$ | - | \$ | - | \$ - | \$ - | \$ | 1,322,321 |
| Capital Project Fund | | | | | | | | | | | |
| Construction Account | | - | - | | - | | 4,384,093 | - | - | | 4,384,093 |
| Cost of Issuance Account | | - | - | | - | | - | - | - | | |
| Debt Service Fund | | | | | | | | | | | |
| Interest Account | | - | - | | - | | - | - | - | | |
| Sinking Account | | - | - | | - | | - | - | - | | |
| Reserve Account A | | - | 50,000 | | 886,013 | | - | - | - | | 936,013 |
| Reserve Account B | | - | - | | - | | - | - | - | | |
| Revenue | | - | 91,426 | | 702,499 | | - | - | - | | 793,925 |
| Prepayment Account | | - | 1,919 | | - | | - | - | - | | 1,919 |
| Due from Other Funds | | | | | | | | | | | |
| General Fund | | - | - | | - | | - | - | - | | |
| Debt Service Fund | | - | - | | - | | - | - | - | | |
| Capital Project Fund | | - | - | | - | | - | - | - | | |
| Accounts Receivable-Bond Holder Funding | | - | - | | - | | - | - | - | | |
| Accounts Receivable - Due from Lennar Homes | | - | - | | - | | - | - | - | | |
| Accrued Interest Receivable | | - | - | | - | | - | - | - | | |
| Assessments Receivable | | _ | - | | - | | _ | - | _ | | |
| Prepaid Expenses | | - | - | | - | | - | - | - | | |
| Amount Available in Debt Service Funds | | - | - | | - | | - | 1,731,857 | - | | 1,731,857 |
| Amount to be Provided by Debt Service Funds | | - | - | | - | | - | 28,438,143 | - | | 28,438,143 |
| Investment in General Fixed Assets (net of | | | | | | | | • • • | | | , -, |
| depreciation) | | | - | | <u> </u> | | | | 24,932,597 | | 24,932,597 |
| Total Assets | \$\$ | 1,322,321 | \$ 143,345 | \$ | 1,588,511 | \$ | 4,384,093 | \$ 30,170,000 | \$ 24,932,597 | \$ | 62,540,867 |

Tern Bay Community Develoment District Balance Sheet for the Period Ending July 31, 2025

| | | Gove | rnmental Funds | | | | |
|--|--------------|-------------|----------------|----------------------|---------------|---------------|-------------------|
| | | Debt So | ervice Funds | Capital Project Fund | Accoun | t Groups | |
| | | | | | General Long | General Fixed | Totals |
| Description | General Fund | Series 2005 | Series 2022 | Series 2022 | Term Debt | Assets | (Memorandum Only) |
| Liabilities | A | A | A | A | A | | A |
| Accounts Payable & Payroll Liabilities | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Notes and Loans Payable - Current Portion | | | | | | | |
| Note Payable-Oppenheimer Funds | - | - | - | - | - | - | - |
| Due to Other Funds | | | | | | | |
| General Fund | - | - | - | - | - | - | - |
| Debt Service Fund | - | - | - | - | - | - | - |
| Capital Projects Fund | - | - | - | - | - | - | - |
| Deferred Revenue | - | - | - | - | - | - | - |
| Due to Other Governments | - | - | - | - | - | - | - |
| Bonds Payable | | | | | | | |
| Current Portion (Due within 12 months) | | | | | | | |
| Series 2005A | - | - | - | - | 55,000 | - | 55,000 |
| Series 2022 | - | - | - | - | 640,000 | - | 640,000 |
| Long Term | | | | | | | |
| Series 2005A | - | - | - | - | 800,000 | - | 800,000 |
| Series 2022 | - | - | - | - | 28,675,000 | - | 28,675,000 |
| Unamortized Prem/Disc on Bonds Pyble | - | - | - | - | - | - | - |
| Total Liabilities | \$ - | \$ - | \$ - | \$ - | \$ 30,170,000 | \$ - | \$ 30,170,000 |
| Fund Equity and Other Credits | | | | | | | |
| Investment in General Fixed Assets | - | - | - | - | - | 24,932,597 | 24,932,597 |
| Fund Balance | | | | | | | |
| Restricted | | | | | | | |
| Beginning: October 1, 2024 (Unaudited) | - | 130,077 | 1,500,933 | 9,335,862 | - | - | 10,966,872 |
| Results from Current Operations | - | 13,268 | 87,579 | (4,951,769) | - | - | (4,850,923) |
| Unassigned | | · | · | • | | | • • • • |
| Beginning: October 1, 2024 (Unaudited) | 1,083,580 | - | - | - | - | - | 1,083,580 |
| Results from Current Operations | 238,740 | - | - | - | - | - | 238,740 |
| Total Fund Equity and Other Credits | | \$ 143,345 | \$ 1,588,511 | \$ 4,384,093 | \$ - | \$ 24,932,597 | \$ 32,370,867 |
| | | | | | A | | |
| Total Liabilities, Fund Equity and Other Credits | \$ 1,322,321 | \$ 143,345 | \$ 1,588,511 | \$ 4,384,093 | \$ 30,170,000 | \$ 24,932,597 | \$ 62,540,867 |

Tern Bay Community Development District General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance Through July 31, 2025

| Description | October | November | December | January | February | March | April | Мау | June | July | Year to Date | Total Annual Budget | % of Budget |
|--|----------|-----------|---------------|---------|--------------|----------|-----------|----------|----------|-------|--------------|------------------------|----------------|
| Revenue and Other Sources | | | | | | | | | | | | | |
| Carryforward | \$ - | \$ - | \$ - \$ | - 9 | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - | \$ - | \$ - | 0% |
| Interest | | | | | | | | | | - | | | |
| Interest - General Checking | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Miscellaneous Revenue | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Special Assessment Revenue | | | | | | | | | | | | | |
| Special Assessments - On-Roll | 8,306 | 31,052 | 273,004 | 185,105 | 15,152 | 8,171 | 16,722 | 3,028 | 1,480 | 5,585 | 547,604 | 572,192 | 96% |
| Special Assessments - Off-Roll | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Interfund Group Transfers In | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Other Fees and Charges | | | | | | | | | | | | | |
| Discounts and Tax Collector Fees | - | - | - | - | - | - | - | | | | - | (40,053) | 0% |
| Total Revenue and Other Sources: | \$ 8,306 | \$ 31,052 | \$ 273,004 \$ | 185,105 | \$ 15,152 \$ | 8,171 \$ | 16,722 \$ | 3,028 \$ | 1,480 \$ | 5,585 | \$ 547,604 | \$ 532,139 | 103% |
| Expenditures and Other Uses Legislative | | | | | | | | | | | | | |
| Board of Supervisor's - Fees | - | - | 400 | 200 | 600 | - | 600 | - | 1,800 | 1,000 | 4,600 | 1,600 | 288% |
| Executive | | | | | | | | | | | | | |
| Professional Management | 3,938 | 3,938 | 3,938 | 3,938 | 3,938 | 3,938 | 3,938 | 3,938 | 3,938 | 3,938 | 39,375 | 47,250 | 83% |
| Financial and Administrative | | | | | | | | | | | | | |
| Audit Services | - | - | - | 6,500 | - | - | - | - | - | - | 6,500 | 6,500 | 100% |
| Accounting Services | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 22,500 | 27,000 | 83% |
| Assessment Roll Services | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 2,250 | 22,500 | 27,000 | 83% |
| Arbitrage Rebate Services | - | - | 500 | - | - | - | 500 | - | - | - | 1,000 | 1,000 | 100% |
| Other Contractual Services | | | | | | | | | | | | | |
| Recording and Transcription | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Legal Advertising | - | - | 225 | - | 127 | - | 236 | - | 103 | 369 | 1,060 | 2,500 | 42% |
| Property Appraiser & Tax Collector Fees | - | - | 54 | - | - | - | - | - | - | - | 54 | 50 | 107% |
| Trustee Services | - | - | - | - | - | 4,246 | - | - | - | - | 4,246 | 8,340 | 51% |
| Dissemination Agent Services | - | 1,000 | - | - | - | - | - | 3,500 | - | - | 4,500 | 7,000 | 64% |
| Bond Amortization Schedules | - | - | - | - | - | - | 100 | - | - | - | 100 | - | 0% |
| Bank Services | - | - | - | - | - | - | - | - | - | - | - | 250 | 0% |
| Travel and Per Diem | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Communications & Freight Services | | | | | | | | | | | | | |
| Telephone | - | - | - | - | - | - | - | - | - | - | = | - | 0% |
| Postage, Freight & Messenger | - | - | - | - | - | - | 911 | 12 | - | - | 923 | 150 | 616% |
| Insurance | 35,542 | - | - | - | - | - | - | - | - | - | 35,542 | 34,799 | 102% |
| Meeting Room Rental | - | - | - | - | - | - | - | - | - | - | - | 475 | 0% |
| Printing & Binding | - | - | - | - | - | - | 1,493 | 1,297 | - | - | 2,790 | 50 | 5580% |
| Web Site Development | - | - | - | 300 | - | - | - | - | - | - | 300 | 2,000 | 15% |
| | | | | | | | | | | | | | |

Prepared by:

Tern Bay Community Development District General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance Through July 31, 2025

| Description | October | November | December | January | February | March | April | May | June | July | Year to Date | Total Annual Budget | % of Budget |
|--|-----------|-----------|--------------|-----------|--------------|-----------|-----------|--------------|-----------|-----------|--------------|------------------------|----------------|
| Subscription & Memberships | - | 175 | - | - | - | - | - | - | - | - | 175 | 175 | 100% |
| Legal Services | | | | | | | | | | | | | |
| Legal - General Counsel | - | - | 1,757 | 718 | - | 104 | 1,902 | 454 | 2,184 | 1,349 | 8,468 | 5,000 | 169% |
| Comprehensive Planning Services | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Other General Government Services | | | | | | | | | | | | | |
| Engineering Services - General Fund | - | - | - | - | 4,422 | 5,230 | 3,340 | 3,925 | 6,956 | 1,980 | 25,853 | 10,000 | 259% |
| Series 2022 Bonds | - | - | - | - | - | - | - | - | - | 138 | 138 | - | 0% |
| Contingencies | - | - | - | - | - | - | - | - | - | - | - | = | 0% |
| Road & Street Facilities | | | | | | | | | | | | | |
| Field Management Services | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Street Lights | | | | | | | | | | | | | |
| Electric Service | | | | | | | | | | | | | |
| Electric Service | 7,533 | 7,052 | 7,533 | 7,636 | 15,410 | 8,050 | 8,541 | 8,521 | 8,531 | 8,531 | 87,340 | 101,000 | 86% |
| Repairs & Maintenance | - | - | - | - | - | - | - | | - | - | - | - | 0% |
| Economic Environment | | | | | | | | | | | | | |
| Professional Services - Appraisal | - | - | - | - | - | = | - | - | - | - | - | - | 0% |
| Landscaping Services | | | | | | | | | | | | | |
| Electric Service | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Repairs & Maintenance | | | | | | | | | | | | | |
| Common Area Maintenance | | | | | | | | | | | | | |
| Routine Maintenance | - | - | - | 5,900 | - | - | - | - | - | - | 5,900 | - | 0% |
| Wildlife Control - Hog Trapping | - | - | - | - | - | 7,000 | 7,000 | 7,000 | 7,000 | 7,000 | 35,000 | - | 0% |
| Irrigation System | | | | | | | | | | | | | |
| Pumps & Wells & Line Distribution System | | | | | | | | | | | | | |
| Routine Maintenance | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Well Testing/Meter Reading | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Line Distribution System | | | | | | | | | | | | | |
| Routine Maintenance | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Reserves | | | | | | | | | | | | | |
| Extraordinary Capital/Operations | - | - | - | | | | | | | | - | 250,000 | 0% |
| Contingencies | | | = | | | <u>-</u> | <u> </u> | <u> </u> | <u> </u> | = | | | 0% |
| | \$ 51,513 | \$ 16,665 | \$ 18,906 | \$ 29,691 | \$ 28,996 \$ | 33,068 \$ | 33,060 | \$ 33,147 \$ | 35,012 \$ | 28,805 | \$ 308,864 | \$ 532,139 | 58% |
| Net Increase/ (Decrease) in Fund Balance | (43,207) | 14,387 | 254,098 | 155,413 | (13,845) | (24,897) | (16,338) | (30,120) | (33,532) | (23,220) | 238,740 | - | |
| Fund Balance - Beginning | 1,083,580 | 1,040,373 | 1,054,761 | 1,308,859 | 1,464,272 | 1,450,428 | 1,425,531 | 1,409,193 | 1,379,073 | 1,345,540 | 1,083,580 | 1,083,580 | |
| - | | | \$ 1,308,859 | | | | | | | | \$ 1,322,321 | \$ 1,083,580 | |

Tern Bay Community Development District Debt Service Fund - Series 2005 Bonds Statement of Revenues, Expenditures and Changes in Fund Balance Through July 31, 2025

| Description | o | ctober | November | December | January | February | March | April | May | June | July | Year to Date | l Annual udget | % of Budget |
|--|----|------------|----------|---------------|---------|--------------|------------|------------|------------|------------|---------|--------------|-------------------|----------------|
| Revenue and Other Sources | | | | | | | | | | | | | | |
| Carryforward | \$ | - \$ | - : | \$ - \$ | - | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - | \$ - | \$ - | 0% |
| Miscellaneous Revenue | | - | - | - | - | - | - | - | - | - | - | - | - | |
| Interest Income | | | | | | | | | | | | | | |
| Reserve Account | | 204 | 205 | 185 | 184 | 179 | 155 | 170 | 163 | 169 | 162 | 1,776 | - | 0% |
| Prepayment Account | | - | - | - | - | - | 20 | 41 | 39 | 6 | 6 | 112 | - | 0% |
| Revenue Account | | 325 | 331 | 214 | 256 | 374 | 480 | 536 | 524 | 300 | 291 | 3,630 | 3,600 | 101% |
| Sinking Account | | - | - | - | - | - | - | - | - | - | - | - | - | |
| Special Assessment Revenue | | | | | | | | | | | | | | |
| Special Assessments - On-Roll | | 1,593 | 5,955 | 52,354 | 35,497 | 2,906 | 1,567 | 3,207 | 581 | 284 | 1,071 | 105,013 | 109,006 | 96% |
| Special Assessments - Off-Roll | | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Special Assessments - Prepayments | | - | - | - | - | 11,919 | - | - | - | - | - | 11,919 | - | 0% |
| Other Fees and Charges | | | | | | | | | | | | | | |
| Discounts and Other Fees | | - | - | - | - | - | - | - | - | - | - | - | (7,131) | 0% |
| Extraordinary Items (Gain) | | - | - | - | - | - | - | - | - | - | - | - | | |
| Operating Transfers In (From Other Funds) | | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Total Revenue and Other Sources: | \$ | 2,121 \$ | 6,491 | \$ 52,753 \$ | 35,936 | \$ 15,377 \$ | 2,221 \$ | 3,954 \$ | 1,306 \$ | 758 \$ | 1,530 | \$ 122,449 | \$ 105,475 | 116% |
| Expenditures and Other Uses | | | | | | | | | | | | | | |
| Debt Service | | | | | | | | | | | | | | |
| Principal Debt Service - Mandatory | | | | | | | | | | | | | | |
| Series 2005 Bonds | | - | - | - | - | - | - | - | 50,000 | - | - | 50,000 | 50,000 | 100% |
| Principal Debt Service - Early Redemptions | | | | | | | | | | | | | | |
| Series 2005 Bonds | | _ | - | - | - | - | - | - | 10,000 | - | - | 10,000 | - | 0% |
| Interest Expense | | | | | | | | | | | | | | |
| Series 2005A Bonds | | - | 24,591 | - | _ | - | - | - | 24,591 | - | - | 49,181 | 49,182 | 100% |
| Series 2005B Bonds | | _ | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Trustee Services | | - | - | - | _ | - | - | - | - | - | - | - | | |
| Operating Transfers Out (To Other Funds) | | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Total Expenditures and Other Uses: | \$ | - \$ | 24,591 | \$ - \$ | - | \$ - \$ | - \$ | - \$ | 84,591 \$ | - \$ | - | \$109,181 | \$ 99,182 | 110% |
| Net Increase/ (Decrease) in Fund Balance | | 2,121 | (18,099) | 52,753 | 35,936 | 15,377 | 2,221 | 3,954 | (83,284) | 758 | 1,530 | 13,268 | 6,293 | |
| Fund Balance - Beginning | | 130,077 | 132,199 | 114,099 | 166,853 | 202,789 | 218,166 | 220,387 | 224,341 | 141,057 | 141,815 | 130,077 | 130,077 | |
| Fund Balance - Ending | ٠ | 132,199 \$ | 114,099 | \$ 166,853 \$ | 202,789 | | 220,387 \$ | 224,341 \$ | 141,057 \$ | 141,815 \$ | 143,345 | \$ 143,345 | \$ 136,370 | |

Tern Bay Community Development District Debt Service Fund - Series 2022 Bonds Statement of Revenues, Expenditures and Changes in Fund Balance Through July 31, 2025

| Description | (| October | November | December | January | February | March | April | May | June | July | Year to Date | Total Annual Budget | % of Budget |
|--|----|-----------|--------------|--------------|--------------|-----------------|--------------|--------------|-----------|-----------------|-----------|--------------|------------------------|----------------|
| Revenue and Other Sources | | | | | | | | | | | | | | |
| Carryforward | \$ | - | \$ - | \$ - | \$ - | \$ - \$ | - \$ | - \$ | - | \$ - \$ | - | \$ - | \$ - | 0% |
| Miscellaneous Revenue | | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Interest Income | | | | | | | | | | | | | | |
| Interest Account | | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Reserve Account | | 3,665 | 3,562 | 3,309 | 3,296 | 3,196 | 2,886 | 3,195 | 3,092 | 3,195 | 3,092 | 32,489 | - | 0% |
| Prepayment Account | | - | - | - | - | - | - | - | - | - | - | - | = | 0% |
| Revenue Account | | 2,543 | 2,482 | 2,399 | 2,028 | 3,125 | 5,659 | 6,389 | 6,343 | 6,717 | 4,454 | 42,139 | 45,000 | 94% |
| Sinking Account | | - | - | - | - | - | - | - | - | - | - | - | = | |
| Special Assessment Revenue | | | | | | | | | | | | | | |
| Special Assessments - On-Roll | | 27,667 | 103,437 | 909,397 | 616,597 | 50,472 | 27,220 | 55,702 | 10,085 | 4,929 | 18,603 | 1,824,110 | 1,896,067 | 96% |
| Special Assessments - Off-Roll | | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Other Fees and Charges | | | | | | | | | | | | - | - | |
| Discounts and Other Fees | | - | - | - | - | - | - | - | - | - | - | - | (124,042) | 0% |
| Debt Proceeds | | - | - | - | - | - | - | - | - | - | - | - | | |
| Operating Transfers In (From Other Funds) | | - | - | = | - | - | - | - | - | - | - | = | - | 0% |
| Total Revenue and Other Sources: | \$ | 33,875 | \$ 109,481 | \$ 915,105 | \$ 621,920 | \$ 56,793 \$ | 35,765 \$ | 65,286 \$ | 19,521 | \$ 14,842 \$ | 26,149 | 1,898,738 | \$ 1,817,025 | 104% |
| Expenditures and Other Uses | | | | | | | | | | | | | | |
| Debt Service | | | | | | | | | | | | | | |
| Principal Debt Service - Mandatory | | | | | | | | | | | | | | |
| Series 2022 Bonds | | - | - | - | - | - | - | - | - | 620,000 | - | 620,000 | 620,000 | 100% |
| Principal Debt Service - Early Redemptions | | | | | | | | | | | | | | |
| Series 2022 Bonds | | - | - | - | - | - | - | - | - | 579,335 | - | 579,335 | - | 0% |
| Interest Expense | | | | | | | | | | | | | | |
| Series 2022 Bonds | | - | - | 579,335 | - | - | - | - | - | - | - | 579,335 | 1,158,670 | 50% |
| Trustee Services | | - | - | - | - | - | - | - | - | - | - | - | | |
| Operating Transfers Out (To Other Funds) | | 3,665 | 3,562 | 3,309 | 3,296 | 3,196 | 2,886 | 3,195 | 3,092 | 3,195 | 3,092 | 32,489 | - | 0% |
| Total Expenditures and Other Uses: | \$ | 3,665 | \$ 3,562 | \$ 582,644 | \$ 3,296 | \$ 3,196 | 2,886 \$ | 3,195 \$ | 3,092 | \$ 1,202,530 \$ | 3,092 | \$1,811,159 | \$ 1,778,670 | 102% |
| Net Increase/ (Decrease) in Fund Balance | | 30,210 | 105,919 | 332,461 | 618,625 | 53,597 | 32,879 | 62,091 | 16,428 | (1,187,689) | 23,057 | 87,579 | 38,355 | |
| Fund Balance - Beginning | | 1,500,933 | 1,531,143 | 1,637,062 | 1,969,523 | 2,588,147 | 2,641,745 | 2,674,624 | 2,736,715 | 2,753,143 | 1,565,455 | 1,500,933 | 1,500,933 | |
| Fund Balance - Ending | Ś | 1,531,143 | \$ 1,637,062 | \$ 1,969,523 | \$ 2,588,147 | \$ 2,641,745 \$ | 2,674,624 \$ | 2,736,715 \$ | 2,753,143 | \$ 1,565,455 \$ | 1,588,511 | \$ 1,588,511 | \$ 1,539,288 | |

Tern Bay Community Development District Capital Projects Fund - Series 2022 Statement of Revenues, Expenditures and Changes in Fund Balance Through July 31, 2025

| Description | October | November | December | January | February | March | April | May | June | July | Year to Date | Total Annual Budget | % of Budge |
|---|--------------|--------------|-----------|-----------|-----------|-----------|--------------|--------------|-----------|--------------|--------------|------------------------|---------------|
| Revenue and Other Sources | | | | | | | | | | | | | |
| Carryforward | - | - | - | - | - | - | - | - | - | - | \$ - | \$ - | 0% |
| Interest Income | | | | | | | | | | | | | |
| Construction Account | 38,600 | 37,698 | 19,834 | 15,824 | 15,412 | 13,979 | 15,538 | 15,106 | 15,674 | 15,233 | 202,898 | - | 0% |
| Cost of Issuance | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Debt Proceeds | - | | - | - | - | - | - | - | - | - | - | - | 0% |
| Developer Contributions | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Operating Transfers In (From Other Funds) | 3,665 | 3,562 | 3,309 | 3,296 | 3,196 | 2,886 | 3,195 | 3,092 | 3,195 | 3,092 | 32,489 | - | 0% |
| Total Revenue and Other Sources: | \$ 42,265 | \$ 41,260 | \$ 23,143 | 19,120 \$ | 18,608 | 16,865 \$ | 18,734 \$ | 18,199 \$ | 18,869 | \$ 18,326 | \$ 235,387 | \$ - | 0% |
| Expenditures and Other Uses | | | | | | | | | | | | | |
| Executive | | | | | | | | | | | | | |
| Professional Management | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Other Contractual Services | | | | | | | | | | | | | |
| Trustee Services | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Printing & Binding | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Capital Outlay | | | | | | | | | | | | | |
| Water-Sewer Combination | - | 2,535,399 | - | - | - | - | - | - | - | - | 2,535,399 | - | 0% |
| Stormwater Management | - | 646,325 | - | - | - | - | - | - | - | - | 646,325 | - | 0% |
| Landscaping | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Roadway Improvement | - | 1,246,233 | - | - | - | - | - | - | - | - | 1,246,233 | - | 0% |
| Cost of Issuance | | | | | | | | | | | | | |
| Legal - Series 2022 Bonds | - | 759,200 | - | - | - | - | - | - | - | - | 759,200 | - | 0% |
| Engineering - Series 2022 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | |
| Underwriter's Discount | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Operating Transfers Out (To Other Funds) | - | - | - | - | - | - | - | - | - | - | - | - | 0% |
| Total Expenditures and Other Uses: | \$ - | \$ 5,187,156 | \$ - \$ | - \$ | - 5 | - \$ | - \$ | - \$ | - | \$ - | \$ 5,187,156 | \$ - | 0% |
| Net Increase/ (Decrease) in Fund Balance | 42,265 | (5,145,896) | 23,143 | 19,120 | 18,608 | 16,865 | 18,734 | 18,199 | 18,869 | 18,326 | (4,951,769) | - | |
| Fund Balance - Beginning | 9,335,862 | 9,378,128 | 4,232,232 | 4,255,374 | 4,274,494 | 4,293,101 | 4,309,966 | 4,328,700 | 4,346,899 | 4,365,768 | 9,335,862 | - | |
| Fund Balance - Ending | \$ 9,378,128 | | | | 4,293,101 | | 4,328,700 \$ | 4,346,899 \$ | | \$ 4,384,093 | \$ 4,384,093 | \$ - | |