

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

District Office – Wesley Chapel, Florida (813) 994-1001
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
www.concordstationcdd.com

August 31, 2022

**Board of Supervisors
Concord Station Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Concord Station Community Development District will be held on **Thursday, September 8, 2022 at 10:00 a.m., at the Concord Station Clubhouse, 18636 Mentmore Blvd., Land O'Lakes FL 34638**. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A. Deputy Update
 - B. District Engineer
 - i. Consideration of Easements Requests Tab 1
 - C. District Counsel
 - D. Field Operations Manager
 - i. Aquatics Report Tab 2
 - ii. Landscape Inspection Services Report Tab 3
 - iii. Greenview Weekly Reports..... Tab 4
 - E. Clubhouse Manager
 - i. Review Monthly Clubhouse Report Tab 5
 - ii. Consideration of Outdoor Shower Repair Proposal..... Tab 6
 - iii. Consideration of Staff Shirts Proposal..... Tab 7
 - iv. Consideration of Pressure Washing Proposal Tab 8
 - v. Consideration of Soccer Goals Proposal (under separate cover)
 - vi. Discussion of Parking Lot Security
 - F. District Manager Tab 9
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on August 11, 2022 Tab 10
 - B. Consideration of Operation and Maintenance Expenditures for July 2022 Tab 11
- 5. BUSINESS ITEMS**
 - A. Consideration of Amenity Policies Tab 12
 - B. Consideration of Outdoor Equipment Tab 13
 - C. Discussion Regarding Clubhouse Improvements
 - D. Consideration of Campus Suites Addendum Tab 14
 - E. Consideration of Rust Control Addendum Tab 15
 - F. Consideration of Deposit for Game Time/Playground..... Tab 16
 - G. Consideration of Playground Change Order (under separate cover)

- 6. **SUPERVISOR REQUESTS**
- 7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,

Debby Wallace

Debby Wallace
District Manager

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MINUTES OF MEETING

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

CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Concord Station Community Development District was held on **Thursday, August 11, 2022 at 6:34 p.m.** at Concord Station Clubhouse located at 18636 Mentmore Boulevard, Land O' Lakes, Florida 34638.

Present and constituting a quorum:

Steven Christie	Board Supervisor, Chairman
Fred Berdeguez	Board Supervisor, Vice Chairman
Karen Hillis	Board Supervisor, Assistant Secretary (via conference call)
Donna Matthias-Gorman	Board Supervisor, Assistant Secretary
Jerica Ramirez	Board Supervisor, Assistant Secretary

Also present were:

Debby Wallace	District Manager, Rizzetta & Co., Inc.
John Vericker	District Counsel, Straley Robin Vericker
Michael Speidel	Clubhouse Mgr., Rizzetta Amenity Services

Audience **Present**

FIRST ORDER OF BUSINESS

Call to Order

Ms. Wallace called the meeting to order and performed the roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments

Several audience members addressed the Board.

THIRD ORDER OF BUSINESS

Staff Reports

A. Deputy Phillips
Not present.

B. District Engineer

Not present. Ms. Wallace reviewed his report with the Board.

i. Consideration of Easement Requests

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved the Fence Easement Applications for 19194 Alexandria Lee Court and 19050 Umlerland Place, for the Concord Station Community Development District.

C. District Counsel

Mr. Vericker stated the playground contract will require a Construction Bond due to the cost of the playground.

D. Aquatics Report

Ms. Wallace presented the aquatics report to the Board.

E. Field Inspection Report

The Board reviewed the field inspection report and Greenview Weekly reports.

Ms. Wallace will collect a proposal for item #3 on the report.

i. Consideration of Landscape Proposals

On a Motion by Mr. Berdeguez, seconded by Ms. Mathias-Gorman, with all in favor, the Board of Supervisors approved Greenview proposal for grass plugs at Volleyball Court at Trilby in the amount of \$500.00, for the Concord Station Community Development District.

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved Greenview proposal for an additional drip line and irrigation for the Viburnum hedge on Sunlake Boulevard in the amount of \$3,100.00, for the Concord Station Community Development District.

F. Clubhouse Manager

Mr. Speidel presented the monthly Clubhouse Report to the Board.

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G. District Manager

Ms. Wallace reminded the Board that the next meeting is scheduled for September 8, 2022 at 10:00 a.m. Ms. Wallace reviewed email she received from a resident with the Board.

FOURTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
July 14, 2022**

On a Motion by Mr. Berdeguez, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on July 14, 2022, as amended, for the Concord Station Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for June
2022**

On a Motion by Mr. Berdeguez, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for June 2022 (\$129,912.14), for the Concord Station Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Community Garden
Policy**

The Board made corrections; Mr. Vericker will revise.

On a Motion by Mr. Christie, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved the Community Garden Policy, as amended, for the Concord Station Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Community Garden
Plan**

On a Motion by Ms. Matthias-Gorman, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved the Community Garden Plan, as presented, for the Concord Station Community Development District.

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EIGHTH ORDER OF BUSINESS

Consideration of Holiday Lighting Proposals

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved the Illuminations Holiday Lighting proposal in the amount of \$17,800.00, for the Concord Station Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Playground Survey

On a Motion by Ms. Ramirez, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved the MRIC Spatial, LLC playground survey proposal in the amount of \$3,000.00, for the Concord Station Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Color Palettes for Playground

On a Motion by Ms. Matthias-Gorman, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved the Deep Space Palette, replacing the yellow with spring green, for the Concord Station Community Development District.

ELEVENTH ORDER OF BUSINESS

Public Hearing on Adopting Fiscal Year 2022-2023 Final Budget

Ms. Wallace presented the Final Budget to the Board. The Board discussed the budget.

On a Motion by Mr. Berdeguez, seconded by Mr. Christie, with all in favor, the Board of Supervisors opened the public hearing, for the Concord Station Community Development District.

Audience members addressed the Board regarding the budget.

On a Motion by Mr. Christie, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors closed the public hearing, for the Concord Station Community Development District.

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TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2022-02;
Adopting Fiscal Year 2022-2023 Final
Budget**

On a Motion by Ms. Hillis, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved Resolution 2022-02; Adopting Fiscal Year 2022-2023 Final Budget, for the Concord Station Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Public Hearing on Levying of
Assessments for Fiscal Year 2022-
2023**

Ms. Wallace reviewed the resolution and purpose of the public hearing.

On a Motion by Ms. Ramirez, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors opened the public hearing, for the Concord Station Community Development District.

No public comments.

On a Motion by Mr. Berdeguez, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors closed the public hearing, for the Concord Station Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-03;
Levying of Assessments for Fiscal
Year 2022-2023**

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved Resolution 2022-03; Levying of Assessments for Fiscal Year 2022-2023, for the Concord Station Community Development District.

FIFTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-04;
Setting Meeting Schedule for Fiscal
Year 2022-2023**

The Board discussed modifications to meeting schedule, proposing to add an additional night meeting by changing February meeting to 6:30 p.m. Also changed November meeting to 6:30 p.m. and December meeting to 10:00 a.m.

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On a Motion by Ms. Ramirez, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved Resolution 2022-04; Setting Meeting Schedule for Fiscal Year 2022-2023, as amended, for the Concord Station Community Development District.

SIXTEENTH ORDER OF BUSINESS

Consideration of District Management Addendum

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved Rizzetta & Company District Management Addendum, for the Concord Station Community Development District.

SEVENTEENTH ORDER OF BUSINESS

Consideration of Rizzetta Amenity Services Addendum

On a Motion by Mr. Berdeguez, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved Rizzetta Amenity Services Addendum, for the Concord Station Community Development District.

EIGHTEENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Matthias-Gorman requested to add discussions about Outdoor Equipment and Clubhouse Improvements.

"Mr. Christie requested that the budget and meeting schedule be added to Ms. Wallace's next Meeting Follow up email to the Board.

Ms. Hillis requested that District Management or the Board investigate changes to prevent people from parking on CDD property on Chistlehurst and Mentmore while waiting for the school bus, since they are damaging the turf and irrigation heads. She suggested contacting the School District to move the bus stop. Mr. Christie suggested installing "No Parking" signs and that was agreed to.

NINETEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, the Board of Supervisors adjourned the meeting at 8:46 p.m., for the Concord Station Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 11

Concord Station Community Development District

District Office · Wesley Chapel, Florida · (813)-994-1001

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.concordstationcdd.com

Operations and Maintenance Expenditures July 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$146,430.98**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Concord Station Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ADT Security Services	004426	928540626	Clubhouse Security Service 07/22	\$ 51.99
City Wide Facility Solutions	004438	32019011191	Monthly Cleaning Service 07/22	\$ 800.00
City Wide Facility Solutions	004416	42019006658	Monthly Cleaning Service 06/22	\$ 676.92
Clean Sweep Supply Co., Inc.	004417	4099	Janitorial Supplies 06/22	\$ 98.00
Clean Sweep Supply Co., Inc.	004427	4142	Janitorial Supplies 06/22	\$ 40.95
Clean Sweep Supply Co., Inc.	004439	4269	Janitorial Supplies 07/22	\$ 380.96
Clean Sweep Supply Co., Inc.	004439	4290	Janitorial Supplies 07/22	\$ 136.50
Concord Station CDD	CD159	CD159	Debit Card Replenishment	\$ 1,571.26
Concord Station CDD	CD157	CD157	Debit Card Replenishment	\$ 736.88
Concord Station CDD	CD158	CD158	Debit Card Replenishment	\$ 1,252.07
Concord Station CDD	CD156	CD156	Debit Card Replenishment	\$ 1,676.08
DCSI, Inc.	004418	29724	Rebooted Access Point 06/22	\$ 115.00
Donna Matthias-Gorman	004443	DM071422	Board Of Supervisors Meeting 07/14/22	\$ 200.00

Concord Station Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	004444	9100 8845 0087 06/22	0000 Trinity Cottage Drive Light 06/22	\$ 1,165.13
Duke Energy	004430	Summary Bill 06/22	Summary Bill 06/22	\$ 10,366.27
First Pinoy Inc	004433	1776	A/C Maintenance 07/22	\$ 867.00
Florida Department of Revenue	004428	61-8017248652-6 06/22	Sales & Use Tax 06/22	\$ 92.57
Fred Berdeguez	004436	FB071422	Board Of Supervisors Meeting 07/14/22	\$ 200.00
Frontier Communications of Florida	20220719-1	813-909-4569-121718-5 07/22	Account #813-909-4569-121718-5 07/22	\$ 599.24
Golden Broom Services	004419	165	Monthly Cleaning Service 06/22	\$ 3,000.00
Greenview Landscaping, Inc.	004454	5CCSFER22	Fertilized St. Augustine & Palms 07/22	\$ 9,000.00
Greenview Landscaping, Inc.	004440	5CCSGBANTS2	Treated Area Around GaGa Ball Court Insectide For Ants 07/22	\$ 300.00
Greenview Landscaping, Inc.	004429	6CCSIRR322	Irrigation Repairs 06/22	\$ 420.00
Greenview Landscaping, Inc.	004454	7CCSANTS22	Insectide For Ants 07/22	\$ 900.00
Greenview Landscaping, Inc.	004440	7CCSCDDMO22	Monthly Landscape Maintenance 07/22	\$ 19,000.00
Greenview Landscaping, Inc.	004440	7CCSCHOU22	Monthly Maintenance for Clubhouse 07/22	\$ 1,100.00

Concord Station Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Greenview Landscaping, Inc.	004440	7CCSIRR22	Irrigation Repairs 07/22	\$ 1,040.00
Hughes Exterminators	004420	45827399	Pest Control Service INT/EXT 03/22	\$ 30.00
Jerica Ramirez	004448	JR071422	Board Of Supervisors Meeting 07/14/22	\$ 200.00
Johnson, Mirmiran & Thompson, Inc.	004442	34-194656	Engineer Services 06/22	\$ 10,165.00
Karen Hillis	004441	KH071422	Board Of Supervisors Meeting 07/14/22	\$ 200.00
Pasco County	004434	16811452	18636 Mentmore Blvd 06/22	\$ 811.34
Pasco County	004434	16813066	19322 Umlerland Place 06/22	\$ 91.25
Pasco County Sheriff	004455	AR001492	Law Enforcement Services #8 05/22	\$ 9,077.42
PC Consultants	004421	107834	Install Software To PC 06/22	\$ 26.50
Piper Fire Protection, Inc.	004435	111413	Service Fire Alarm Panel 06/22	\$ 175.00
Rizzetta & Company, Inc.	004422	INV0000069338	Management Fees 07/22	\$ 6,301.34
Rizzetta & Company, Inc.	004423	INV0000069573	Personnel Reimbursement 06/24/22	\$ 7,907.16
Rizzetta & Company, Inc.	004431	INV0000069615	Out of Pocket Expenses 06/22	\$ 136.36

Concord Station Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Rizzetta & Company, Inc.	004445	INV0000069638	Amenity Management & Oversight 07/8/22	\$ 8,180.47
Rizzetta & Company, Inc.	004446	INV0000069927	Mass Mailing-Budget Notices 07/22	\$ 1,852.23
Rizzetta & Company, Inc.	004447	INV0000069944	Excess Meeting Time 4 Hours On 07/22	\$ 175.00
Rizzetta & Company, Inc.	004456	INV0000070232	Personnel Reimbursement 07/22/22	\$ 7,792.44
Sitex Aquatics LLC	004424	6416B	Quarterly Fountain Maintenance 3RD Q 07/22	\$ 375.00
Solitude Lake Management LLC	004449	PI-A00848890	Lake & Pond Management Services 07/22	\$ 6,247.00
Solitude Lake Management LLC	004449	PI-A00848891	Wetland Management Services 07/22	\$ 513.00
Solitude Lake Management LLC	004449	PI-A00848892	Wetland Management Services 07/22	\$ 2,595.00
Sports Surfaces LLC	004450	13224	Volleyball Court Construction Balance Due 05/22	\$ 15,730.00
Steven A. Christie	004437	SC071422	Board Of Supervisors Meeting 07/14/22	\$ 200.00
Straley Robin Vericker	004425	21637	Legal Services 06/22	\$ 3,469.12
Straley Robin Vericker	004425	21638	Legal Services - Easement Encroachment 05/22	\$ 995.50
Straley Robin Vericker	004457	21766	Legal Services 07/22	\$ 3,024.50

Concord Station Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Straley Robin Vericker	004457	21767	Legal Services - Easement Encroachment 07/22	\$ 99.00
Suncoast Pool Service	004451	8399	Monthly Pool & Splash Pad Service 07/22	\$ 2,000.00
Suncoast Rust Control, Inc.	004432	04673	Rust Control 06/22	\$ 1,085.00
The Pool Works of Florida, Inc	004453	1782	New Stabilizer Bar With Stop Grommet 07/22	\$ 275.00
Times Publishing Company	004458	0000232997 07/20/22	Account #121715 Legal Advertising 07/22	\$ 126.40
Times Publishing Company	004452	0000232998 07/13/22	Account #121715 Legal Advertising 07/22	<u>\$ 788.13</u>

Report Total

\$ 146,430.98

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**CONCORD STATION
COMMUNITY DEVELOPMENT DISTRICT**

Amenity Facility Policies

Amended September 8, 2022

DEFINITIONS

“Amenity Facility” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with the appurtenant facilities and District owned common areas.

“Amenity Facility Policies” or “Amenity Facilities Policies” – shall mean this Amenity Facilities Policies document of Concord Station Community Development District, as amended from time to time.

“Amenity Manager” or “Amenity Staff” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Board” – shall mean the Concord Station Community Development District’s Board of Supervisors.

“District” or “CDD” – shall mean the Concord Station Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Guest” – shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

“Key Card” – shall mean an electronic key card or fob distributed by the Amenity Manager or Amenity Staff to residents of the District to access the Amenity Facilities.

“Non-Resident(s)” – shall mean any person or group of persons who are not a Resident(s) of the District.

“Non-Resident User” – shall mean any person or persons not owning property in the District who is paying the Non-Resident User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” – shall mean the fee established by the District for any person who is not a Resident and wishes to become a Non-Resident User. The amount of the Non-Resident User Fee is set forth herein, and is subject to change based upon Board action.

“Patron” or “Patrons” – shall mean Residents, Guests, Non-Resident Users, and Renters who are eighteen (18) years of age and older and are obligated to use the Amenity Facilities in a lawful manner and in accordance with this Amenity Facility Policy.

“Property Owner” – shall mean that person or persons having fee simple ownership or legal title to land within the Concord Station Community Development District.

“Renter” – shall mean any tenant residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person, spouse or registered domestic partner of a person, and/or immediate family, including minor and/or dependent children, lawfully residing in a residential detached home within the District.

AMENITY FACILITIES HOURS OF OPERATION

The Amenity Facilities hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Facilities will be closed on the following Holidays: New Year’s Day, Easter Sunday, Thanksgiving Day, and Christmas Day. The Amenity Facilities may close early on Valentine's Day, Mother’s Day, Memorial Day, Father’s Day, Independence Day, Labor Day, Christmas Eve, and New Year's Eve.

GENERAL AMENITY CENTER PROVISIONS

- (1) The Board reserves the right to amend or modify these policies when necessary and will notify Patrons of any changes.
- (2) The Board, Amenity Manager, and Amenity Staff have full authority to enforce these policies.
- (3) Disregard for any Amenity Facility Policies may result in expulsion from the facility and/or loss of Amenity Facility privileges.
- (4) Patrons shall treat all Amenity Staff with courtesy and respect.
- (5) No Patron is allowed in the employee only service areas of the Amenity Facility.
- (6) Patrons must use their assigned Key Card to enter the Amenity Facilities.
- (7) Two facility Key Cards will be issued by the Amenity Manager or Amenity Staff to the property-owning person or entity at the time they are closing upon property within the District. The fee for each initial card will be \$30.00. Proof of residency may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. A Key Card should not be issued to Non-Residents unless they are a Non-Resident User.
- (8) Lost, Damaged or Stolen Key Card Fee. Residents and Non-Resident Users will be charged thirty dollars (\$30.00) to obtain a new or replacement Key Card. Patrons must contact the Amenity Manager for instructions on how to obtain a replacement Key Card and to initiate the replacement process. Damaged Key Cards must be mailed or delivered to the Amenity Manager’s office prior to obtaining a replacement. Please note that all lost or stolen Key Cards will be deactivated for security reasons.
- (9) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron.
- (10) Alcoholic beverages shall not be served or sold at the Amenity Facilities. Alcohol may be brought to the Clubhouse by residents and consumed in the Clubhouse at private or Clubhouse-sponsored adults-only events. These events must be pre-approved by the Amenity Manager, acting on behalf of the Board.

- (11) CDD and HOA Board meetings take precedence over other activities in scheduling conflicts.
- (12) No Patron wearing a wet bathing suit will be allowed to sit on the indoor clubhouse furniture.
- (13) Animals and pets (except service animals as defined in Section 413.08, Florida Statutes) are not permitted on or at the Amenity Facilities. Service animals must be leashed or controlled as outlined in Section 413.08 (3), Florida Statutes. Patrons are responsible for picking up after all animals and pets.
- (14) Vehicles must be parked in designated areas. Vehicles should not be parked in any way that blocks the normal flow of traffic. Overnight parking for vehicles of any kind in the Clubhouse parking lot will only be allowed with permission from the Amenity Manager or designated Amenity Staff.
- (15) Fireworks of any kind are not permitted anywhere at the Amenity Facilities or on any other District owned property and common areas.
- (16) Smoking and the use of smokeless tobacco products, including e-cigarettes, are banned from all Amenity Facilities.
- (17) Motorized off-road bikes, vehicles, scooters, and ATVs are prohibited on all property owned, maintained, and operated by the District, including the Amenity Facilities. Only motorized vehicles owned and operated by the District, if any, are permitted on District property.
- (18) The Amenity Facilities will not offer child care services to Patrons.
- (19) Skateboarding is not allowed on any Amenity Facility property, including but not limited to: the amenity center, basketball courts, pool area, athletic fields, playground area, parking lot, and sidewalks surrounding this area.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and shall hold the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use. Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for

any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

INDEMNIFICATION

Each organization, group or individual using or reserving the use of the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agents, employees and officers shall not be liable for, and the Patrons shall release all such parties from, claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

GENERAL SWIMMING POOL AND SPLASH PAD RULES

- (1) Patrons may only gain access to the pool and splash pad areas through the use of their assigned Key Cards. At any given time, a Patron may accompany up to four (4) Guests at the swimming pool and splash pad.
- (2) The Board reserves the right to authorize all programs and activities, including specifying the number of guest participants, allowable equipment, supplies, usage, etc., conducted at the pool, including swim lessons, and aquatic or recreational programs. Organized activities such as swim lessons or recreational programs must first be approved by the Board.
- (3) Swimming pool and splash pad hours will be posted at the pool and no lifeguard will be on duty. Patrons swim at their own risk and must adhere to rules. Swimming is permitted only during posted swimming hours. Swimming after dusk is prohibited.
- (4) No access will be allowed, by a Patron or any other person, before or after posted swimming pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Facilities for the entire household. Any person swimming during non-posted swimming hours may be suspended from using the Amenity Facilities pursuant to the provisions of the Suspension and Termination section below.
- (5) Pool availability may be rotated in order to facilitate maintenance of the Amenity Facilities, or for inclement weather. Maintenance may require the pool to be closed for one (1) full day at the discretion of the Amenity Manager or Amenity Staff. Depending upon the intensity of pool usage, Amenity Staff may close the pool for additional periods of time to facilitate maintenance and to ensure compliance with applicable Florida health codes.
- (6) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health

risks associated with human waste in the swimming pool/deck area. The changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.

- (7) Showers are required before entering the pool and splash pad. All Patrons shall wear proper swim attire while using the pool or splash pad. Proper swim attire is traditional swimwear such as one piece swimsuits, two piece swimsuits, swim trunks and/or board shorts. Clothing including but not limited to jean shorts, athletic shorts, underwear, and other similar items are not proper swim attire.
- (8) Pool entrances must be kept clear at all times. Pool furniture is not to be removed from the pool area.
- (9) Children under sixteen (16) years of age must be supervised by a Parent or Adult Patron at all times for usage of the pool or splash pad facility.
- (10) Loud, profane, or abusive language is prohibited. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Alcoholic beverages, gum, and glass containers are not permitted in the pool area. Pets, bicycles, skateboards, roller blades, scooters, radio controlled watercraft, and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (11) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Staff approval prior to use. The Amenity Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern. Ear buds or headphones must be used while listening to radios or other personal audio devices at the pool.

Splash Pad Rules

- (1) All persons using the splash pad do so at their own risk. No lifeguard on duty.
- (2) You must have a swipe card to gain access to the splash pad. Proof of residency and/or id will be required if you do not have a swipe card.
- (3) Hours of operation: 10:00 a.m. to dusk (varies by time of year)
- (4) Facility staff has the authority to deny access and/or usage of splash pad at any time if maximum bathing load is reached as defined by Pasco County (Maximum bathing load 8.)
- (5) Splash pad may be closed down at any time due to inclement weather, unforeseen circumstances, certain seasons of the year, or for maintenance.
- (6) The splash pad area cannot be reserved as it is not a rentable area; pad is on a first come first serve basis until facility reaches maximum bathing load of 8 as defined by Pasco County.

- (7) Children under the age of 16 must be accompanied in the splash pad area by an adult 18 years or older.
- (8) Children who are not toilet trained must wear approved swim diapers; regular diapers are not permitted. No changing of diapers at splash pad.
- (9) Proper swim attire as described in Rule 7 of the General Swimming Pool and Splash Pad Rules is required. Persons must shower before entering the pool or splash pad.
- (10) Persons experiencing diarrhea must not use the splash pad.
- (11) Persons with open cuts, sores, blisters, infections or diseases that may be transmitted by water are prohibited.
- (12) If splash pad is contaminated it will be shut down and cleaned as per center of disease control and prevention. (Chapter 64E-9 Florida admin code.)
- (13) No alcoholic beverages allowed.
- (14) No smoking, vaping, or tobacco products permitted.
- (15) Residents are responsible for their guests and their behavior. Parents are responsible for their children's behavior.
- (16) No running, flipping, rough housing or hanging on any of the equipment.
- (17) Do not drink or swallow the water; it is a re-circulated chlorinated water system.
- (18) All participants should conduct themselves in a courteous, safe, and family oriented manner.
- (19) No cursing, offensive language or offensive gestures are allowed.
- (20) Do not place any pool furniture on the splash pad.
- (21) No food or drink is permitted within 12 feet of the splash pad; paver area only. No glass. No gum.
- (22) Persons are not permitted to play music; headphones only.
- (23) Do not cover any water fixtures or drains.
- (24) The District and/or facility staff is not responsible for any lost or stolen items.
- (25) Please report any incidents or issues to clubhouse staff.

- (26) All other general facility and pool rules apply.
- (27) Failure to follow rules may result in suspension of privileges or being trespassed from facility. For a full copy of the splash pad policies and procedures, please ask staff.
- (28) In case of an emergency, call 911, and then notify the staff.
- (29) No animals allowed.

SWIMMING POOL AND SPLASH PAD: FECES POLICY

- (1) No Patron shall pollute the pool or splash pad. Any Patron who does pollute the pool or splash pad is liable for any costs incurred in treating and reopening the pool or splash pad. If contamination occurs, the pool and/or the splash pad will be closed for the requisite time provided for by Florida law and the water will be treated or shocked with chlorine to kill all bacteria, as necessary.
- (2) Parents should take their children to the restroom before entering the pool or splash pad. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

BARBECUE GRILL POLICIES

- (1) The barbecue grill will be available on a first-come first serve basis. When other Patrons are waiting to use the grill, there is a time limit of 30 minutes. Patrons may move to the end of the line if they need more time.
- (2) Patrons should ensure the coals in the barbecue grill are cooled off after use and clean up any spilled food, beverages, or condiments.

FITNESS CENTER POLICIES

All Patrons and Guests using the fitness center within the Amenity Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with this Amenity Facilities Policy. A Patron's disregard or violation of this policy, misuse of the fitness center, or destruction of fitness center equipment may result in the suspension or termination of fitness center privileges pursuant to the provisions of the Suspension and Termination section below.

Please note the fitness center is an unattended facility. All Patrons using the facility do so at their own risk. Amenity Staff is not present to provide personal training or exercise consultation to Patrons. Patrons interested in using the fitness center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) **Hours:** The fitness center is open for use by Patrons during normal operating hours to be established and posted by the District. No access will be allowed, by a Patron or any other person, before or after fitness center hours, except for Amenity Staff to perform official duties and tasks. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Facilities for the entire household pursuant to the provisions of the Suspension and Termination section below.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 994-1001.
- (3) **Eligible Users:** Patrons sixteen (16) years of age and older are permitted to use the fitness center during designated operating hours. Fourteen (14) and fifteen (15) year old persons may use the fitness equipment with adult supervision. Children under the age of fourteen (14) may not use the fitness equipment. Patrons and Guests use all Amenity Facilities at their own risk.
- (4) **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits.
- (5) **Food and Beverage:** Food (including chewing gum) is not permitted. Non-alcoholic beverages, however, are permitted if contained in non-breakable containers with screw top or sealed lids. Glass containers and alcoholic beverages are not permitted.
- (6) **Miscellaneous Policies:**
 - Each Patron is responsible for wiping off fitness equipment after use.
 - Use of personal trainers is not permitted.
 - Hand chalk is not permitted.
 - Music and/or digital media players are not permitted unless they are personal units equipped and used with headphones.
 - No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment.
 - Smoking and smokeless tobacco products are not permitted.
 - Weights or other fitness equipment may not be removed from the fitness center.
 - Patron use of cardiovascular equipment shall be limited to thirty (30) minute periods.
 - Patrons shall alternate between multiple sets on weight equipment if other individuals are waiting.
 - Patrons must return weights and other fitness equipment to the proper location after use.
 - Patrons should not drop free weights. Free weights should be placed only on the floor or on equipment made specifically for storage of the weights.
 - Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the fitness center.
 - Televisions are available for use at volumes courteous to other Patrons using the fitness center. Patrons must turn off the TV when finished watching the television.

GAME ROOM POLICY

- No Patron under the age of 16 is permitted in the Game Room without an 18 and older Resident or Non-Resident User present.
- The Game Room equipment will be kept at the front desk and must be signed out from Amenity Staff. Patrons should notify Amenity Staff if any equipment is missing or broken.
- Patrons must not sit or lean on the game tables and/or bar tops.
- When Patrons are finished playing, Patrons should return the game equipment to the front desk, cue sticks and chalk to the wall racks.
- When all of the game room tables are occupied and other Patrons are waiting, Patrons must limit usage time to one hour. This time limit does not apply to posted notices of tournament play.

SPORTS FACILITIES POLICY

All Patrons using the District's basketball court and/or other sport courts, community parks or fields (the "**Sports Facilities**") are expected to conduct themselves in a responsible, courteous and safe manner, and in compliance with this Amenity Facilities Policy. Disregard or violation of the District's policies and rules and misuse or destruction of Sports Facility equipment may result in the suspension or termination of Sports Facilities and/or Amenity Facilities privileges. Guests may use the Sports Facilities if accompanied by an adult Resident or Non-Resident User.

Please note that the Sports Facilities are unattended. All persons using the Sports Facilities do so at their own risk. Persons interested in using the Amenity Facilities and/or Sports Facilities are encouraged to consult with a physician prior to using the facility.

- (1) **Hours:** The Sports Facilities are available for use by Patrons from dawn to dusk. No access will be allowed, by a Patron or any other person, before dawn or after dusk. Trespassing may be prosecuted as a criminal offense and may lead to the temporary or permanent revocation of that Patron's Key Card and/or the revocation of access to the Amenity Facilities for the Patron's entire household, pursuant to the provisions of the Suspension and Termination section below.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 994-1001.
- (3) **Proper Attire:** Proper athletic apparel and athletic shoes are required at all times while using the Sports Facilities. Proper attire shall consist of athletic shoes with non-marking soles, shirts, and shorts or athletic pants. No cutoffs, swimsuits, or jeans are allowed to be worn at the Sports Facilities.
- (4) **Reservations:** The Sports Facilities may not be rented nor reserved. The Sports Facilities are on a first come, first serve basis. Use of the Sports Facilities is limited to one (1) hour when other Patrons are waiting.

(5) ***General Policies:***

- Proper sportsmanship and etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Sports Facilities must supply their own equipment.
- Each Sport Facility is for the play of its intended sport only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at all Sports Facilities.
- Beverages are permitted at the Sports Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted. Alcoholic beverages are not permitted at the Sports Facilities.
- No chairs other than those provided by the District are permitted at the Sports Facilities.

PLAYGROUND POLICY

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Patrons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Smoking and smokeless tobacco products, e-cigarettes, alcoholic beverages, and glass containers are not permitted on or near the playground.
- (4) Use of the playground may be limited from time to time due to sponsored events which must be approved in advance by the Amenity Manager.
- (5) The use of profanity or disruptive behavior at the playground is prohibited.

BASKETBALL, GAGA BALL, AND VOLLEYBALL COURTS POLICY

- (1) The basketball, gaga ball, and volleyball courts (“Courts”) may not be reserved. Usage is on a first-come basis.
- (2) No play when Courts are wet (standing water).
- (3) No roughhousing or horseplay is allowed on the Courts.
- (4) The use of profanity or disruptive behavior on the Courts is prohibited.
- (5) Loud radio playing or excessive noises will not be permitted.
- (6) Players must show good sportsmanship at all times.
- (7) If other players are waiting to use the Courts, all players are to retire at the end of one hour.
- (8) Proper attire must be worn while using the Courts (shorts & rubber soled athletic shoes).

- (9) No bicycles, skateboards, or roller blades/in-line skates or the like are permitted on Courts.
- (10) No food is allowed within 5 feet of the edges or on the Courts.
- (11) Beverages are permitted on the Courts if contained in non-breakable containers with screw top or sealed lid. Glass containers and alcoholic beverages are strictly prohibited.
- (12) Glass containers are strictly prohibited on the Courts.
- (13) Courts are open during daylight hours only (from dawn to dusk).
- (14) Courts must be cleaned after each use.

COMPUTER USAGE POLICIES

- (1) Internet computers or electronic devices will not be used for illegal activity, to access illegal materials, or to access materials that, by local community standards, would be obscene.
- (2) Users are not permitted to behave in a way that intrudes upon the rights of others. Users are not permitted to invade the privacy of other residents, or to harass or bully Amenity Staff or residents.
- (3) Installation, downloading, and/or modification of software on District-owned computers or electronic devices are prohibited.
- (4) Users will respect copyright laws and licensing agreements.
- (5) Users will not make any attempt to gain unauthorized access to restricted files or networks, or to damage or modify computer equipment or software.
- (6) Users must end their sessions and leave the computer when asked to do so by authorized Amenity Staff.
- (7) Because the public computers and wireless access are located in public areas, what the user views is not private. In accordance with Florida Statutes, Chapters 847.011 (1)(a) and 847.0133 (1), displaying obscene material to minors or printing such materials may be a violation of the law and could result in penalties up to and including imprisonment.
- (8) Display of images that are harmful to minors on any District-owned or personally-owned electronic device is prohibited under the Children's Internet Protection Act. This act specifically addresses images that may be harmful to minors, so M (mature)-rated and above games are not allowed to be played. Other games may have content that is offensive or harmful to minors. Amenity Staff have been entrusted with the authority and responsibility of monitoring the use of games in the clubhouse and discontinuing use of any that might be in this category.
- (9) A maximum of five (5) pages of printing is allowed per resident per day.

AMENITY FACILITIES NON-RESIDENT USER FEE

- (1) Non-Resident Users may purchase an annual membership for use of the Amenity Facilities on a year to year basis. The Non-Resident User Fee is \$2,500 per family, payable in advance. The rate for an individual is the same as for a family. Upon purchase of the membership, the Non-Resident User is entitled to two (2) Key Cards for a family unit. Non-Resident User membership becomes effective upon the date full payment of the Non-Resident User Fee and the Non-Resident User Application are received by the District. A sample Non-Resident User Application is attached to this Amenity Facility Policy. To renew the membership for another year, the Non-Resident User must pay the Non-Resident User Fee on or before the expiration date of the prior term. The Non-Resident User Fee rate is subject to change from year to year based upon the costs of operation of the Amenity Facilities.

GUEST PRIVILEGES

- (1) All Guests must be registered at the amenity center by Amenity Staff and accompanied by a Resident or Non-Resident User at all times. Resident(s) and/or Non-Resident Users are permitted to bring a maximum of four (4) Guests per visit. Guests are not limited to a certain number of visits, so long as they are accompanied by a Resident or Non-Resident User. Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron's privileges.
- (2) Each Resident or Non-Resident User may bring no more than four (4) persons as Guests to the Amenity Facilities at one time, unless the Patron has reserved a room at the Amenity Facilities and has paid the required rental usage fee. In the event a Patron has rented a room or pavilion at the Amenity Facilities, the number of Guests shall be limited by the room or pavilion policies.

RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the renter of their residential unit(s) as the beneficial users of the Property Owners' privileges while they are a resident of the District
- (2) A Renter who is designated as the beneficial user of the Property Owner's privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and other Residents.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the property owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District.
- (5) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the property owner.
- (6) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time, and all policies applicable to the Amenity Facilities.

FACILITY RENTAL POLICIES

Patrons may reserve for rental certain portions of the Amenity Facilities for private events. *The pool and pool deck area are not available for private rental and shall remain open to other Patrons during normal operating hours.* Only one (1) room or portion of the Amenity Facilities is available at a time for rental during regular hours of operation. Reservations may not be made more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Facilities only once per quarter of the calendar year. All Amenity Facility Policies remain in force for rental events. Rooms may not be rented for events where the renting Patron would receive a direct financial gain.

Please see the Amenity Manager for details relating to additional rental cost, staffing cost and availability, and facility availability for the anticipated date and time of the event. Please note that the Amenity Facilities are unavailable for private events on the following holidays:

Easter Sunday	Memorial Day Weekend	Fourth of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

- (1) ***Private Rental of the Meeting Room:*** The meeting room is the only room in the Amenity Facilities that is available for private rental. Maximum rental time is five (5) total hours, which includes time for set-up and post-event cleanup. Persons renting a room of the Amenity Facilities must abide by room capacity and must pay the rental fee described below. Any Patron renting any portion of the Amenity Facility shall be responsible for any and all damage and expenses arising from the event.

(2) ***Meeting Room Reservation and Rental Process:***

- a. Patrons interested in reserving a room must submit to the Amenity Manager, no later than thirty (30) days prior to the event, a completed Rental Information Form. The Amenity Manager will review the Rental Information Form on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for reconsideration; and
- b. The Patron desiring to reserve a room must pay a refundable security deposit of two hundred fifty dollars (\$250.00) at the time of reservation, or a minimum of 30 days before the event, made payable electronically to the District pursuant to the guidelines established by Amenity Staff. The deposit will be returned following the rental event, provided the Amenity Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be retained by the Amenity Manager for this purpose; and
- c. The renting Patron(s) must pay to the District a rental fee of one hundred dollars (\$100.00) when the event is booked, or a minimum of 30 days before the event. The rental fee is non-refundable within thirty (30) days of the event. The renting Patron(s) must submit an electronic payment to the District. In addition, the renting Patron(s) shall provide to the Amenity Manager an estimated number of guests to use the rented room no fewer than five days prior to the date of the rental. The number of Guests shall not exceed the allowable number or capacity for that room authorized by the fire marshal. Failure to provide an estimated number of guests for the event may result in the cancellation of the rental at the discretion of the Amenity Manager.

(3) ***Refund of Security Deposit:*** The Amenity Manager shall determine the amount of deposit to return, if any. To be eligible to receive a full refund of the deposit, the renting person must ensure the following actions are completed:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position(s).
- Wipe off counters, table tops and sink area.
- Replace garbage liner(s).
- Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
- Ensure that no damage has occurred to the Amenity Facility and its property.

In addition, a person or group remaining in the rented room after the allotted rental time during normal operating hours will cause the renting Patron(s) to be billed \$50.00 per half hour, to be subtracted from the security deposit. Patrons may request a maximum of one hour of additional rental time beyond regular operating hours for rental events. If a Patron desires a rental event to continue for one hour beyond regular operating hours, that Patron must notify the Amenity Manager at the time of booking and must receive approval from the

Amenity Manager in advance. A rental of a room which extends after regular operating hours will cause the renting Patron(s) to be billed \$50.00 per half hour for that additional time, to be paid at the time the room is reserved with the Amenity Manager.

If additional cleaning is required, the renting Patron(s) will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Additional cleaning costs shall first be subtracted from the amount of security deposit. If the security deposit is insufficient to cover all such cleaning costs, the Amenity Manager shall bill the renting Patron(s) for the remaining balance. A Patron renting a room of the Amenity Facilities may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District.

- (4) ***Room Cancellations:*** The room(s) must be cancelled thirty days prior to the reserved date by notifying the Amenity Manager by phone or in writing. If the room reservation is cancelled fewer than thirty days prior to the scheduled rental, the \$100 rental fee will be retained as a cancellation fee.
- (5) ***General Rental Policies:*** During a scheduled rental event, the renting Patron(s) shall ensure all attendees abide by the following rules:
 - All attendees must adhere to the Amenity Facility Policies set forth herein.
 - The volume of live or recorded music must not violate applicable Pasco County noise ordinances.
 - Attendees of a scheduled rental event will have exclusive use of the rented room during the scheduled time of their approved event. The pool and the pool deck may not be used as part of the event.
 - Alcohol may be brought to the Clubhouse and consumed in the Clubhouse at private events. These events must be pre-approved by the Amenity Manager, acting on behalf of the Board.
 - The kitchen may be only used by the renting Patron(s) during their approved events. Otherwise, the refrigerator and the items within the refrigerator and within the cabinet are not for residential use.
 - Only the Amenity Staff may operate the dishwasher.
 - During days when there are events sponsored by the District or reserved by a Patron, the meeting room will not be available for rental.

SUSPENSION AND TERMINATION OF PRIVILEGES

To ensure the use and enjoyment of the Amenity Facilities by all Patrons and Guests, the following policy shall be followed for those Patrons who do not adhere to the rules and regulations. This policy will be enforced and applied uniformly in a standard way to all Patrons without prejudice.

- (1) Patrons and Amenity Staff are expected to act, at all times, in a courteous and respectful manner. A Patron displaying aggressive or argumentative behaviors may be subject to immediate suspension by Amenity Staff. Any Patron who is physically or verbally abusive to other Patrons or Amenity Staff will not receive written notice and will be immediately suspended for up to fifteen (15) days at the discretion of the Amenity Manager. For each rule

violation, the Amenity Staff shall fill out an incident report. A sample incident report is attached to this Amenity Facility Policy.

- (2) At the discretion of Amenity Staff, children between the ages of sixteen (16) and seventeen (17) years old who violate the rules and policies may be expelled from the facility for one (1) day. Upon such expulsion, a written incident report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one (1) year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a parent or adult Patron at all times.
- (3) All other rule violations shall be handled by the Amenity Manager and/or Amenity Staff in the following manner:
 - 1ST Violation: Verbal Warning
 - 2nd Violation: Written Warning
 - 3rd Violation: 30 Day Suspension
 - 4th Violation: 60 Day Suspension
- (5) Patrons' Amenity Facility privileges may be subject to suspension or termination by the Board if a Patron behaves in a manner described below in this non-exhaustive list of impermissible behaviors:
 - Permits unauthorized use of his or her assigned Key Card by another person
 - Exhibits unsatisfactory behavior, manners or appearance
 - Fails to abide any portion of this Amenity Facility Policy
 - Treats the Amenity Staff, Patrons or Guests in an unreasonable or abusive manner
 - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, the Amenity Facility, Amenity Staff or other Patrons.
- (6) Any Patron receiving a notice for rules violation will have the violation removed if they receive no further violations within a ninety (90) day period following the notification. If the member corrects the situation which is a violation on the spot, then no notice (oral or written) will be issued.
- (7) Any Patron receiving a notice of a rules violation may appeal by notifying the Amenity Manager and requesting the suspension to be reviewed and/or repealed by the Appeals Committee of the Board. The appeal will be conducted as follows:
 - The meeting of the Appeals Committee shall be called to order.
 - The Appeals Committee shall select a chairperson and a recording secretary for the meeting.
 - A description of the behavior resulting in a rules violation shall be read by a representative of the Amenity Manager and/or Amenity Staff.
 - A representative of the Amenity Staff shall present cause for suspension, including any evidence, such as the incident report(s) for the violation(s).

- Appellant shall present rebuttal of the allegations and evidence.
- The Appeals Committee shall deliberate and deliver a ruling. The Amenity Manager shall notify the offender of the results of the appeal.

Concord Station Community Development District

Incident Report

Date of Incident: _____ **Time of Incident:** _____ (am/pm)

Party Involved: _____ **Sex:** Male/Female

Is this person 18 years or older? Yes/No

If not, name of Parent or Guardian: _____

Mailing Address: _____

Was local law enforcement called? Yes/No

Description of what happened (include location):

Names, phone numbers, and addresses of who witnessed the incident:

Immediately Suspended: Yes/No

If yes, the reason: _____

Recommendation: _____

Name of Staff Member writing this report: _____

Signature of Staff Member writing this report: _____

Date: _____

**Concord Station Community Development District
Non-Resident User Application**

Date of Application: _____ **Date of Non-Resident User Fee Payment:** _____

Mailing Address: _____

Phone Number: _____

Alternate Phone Number: _____

Email Address(es): _____

Total Number of Immediate Family Members: _____

Names of Adult Members: _____

Names of Children and Ages: _____

Emergency Contact Information:

Primary Emergency Contact:

Name(s): _____ **Phone Number(s):** _____

By executing this application, I agree to abide and be bound by all terms and conditions of the Amenity Facility Policy, including, without limitation, the indemnity and release provisions set forth in the policy, and acknowledge that my use of the District Amenity Facility is at my own risk. I understand and acknowledge that I may access the Amenity Facility Policy online at the District website at any time or may request a paper copy from the District Manager. I further acknowledge that I have read or had the opportunity to read the Amenity Facility Policy prior to signing this agreement.

(signature)

By: _____
(print name)

Tab 16

Playground Purchase and Installation Services Agreement

This Playground Purchase and Installation Services Agreement (this “**Agreement**”) is entered into as of August 5, 2022 between the **Concord Station Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **Dominica Recreation Products, Inc.**, a Florida corporation that does business as GameTime (the “**Contractor**”).

Background Information:

The District owns and maintains the clubhouse and other recreational facilities at 18636 Mentmore Blvd., Land O’Lakes FL 34638 and the District desires to have a new playground installed. The Contractor is duly licensed in the state of Florida and qualified to perform the job duties and has any and all approvals and licenses as required by law to provide these services. The Contractor is familiar with the District’s property. The Contractor has submitted Quote #103880-01-04 dated July 20, 2022 to meet the District’s needs, relevant portions of which are attached hereto as **Exhibit A** (collectively, the “**Proposal**”). In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information and Proposal.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **Description of Work.** The Contractor shall perform all work, including all labor, material, equipment, supplies, tools, supervision, services, transportation, and all other necessary incidental items required for the complete performance of the work as described in the Proposal. Contractor shall coordinate with the District Representatives (defined below) for any color choices or other options described in the Proposal. At the conclusion of the work, the Contractor has a duty to dispose of any waste material at an off-site waste disposal facility.
3. **Sales Tax Exemption:** The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the “**Sales Tax**”). Accordingly, to minimize costs to the District, the Contractor agrees to cooperate with the District and to allow the District to purchase materials directly in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the District, and shall be coordinated with the Contractor's work schedule. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District, and the contract sum shall be reduced by cost of the materials purchased, together with the Sales Tax savings thereon, because the contract sum was originally computed on the assumption that materials would be subject to Sales Tax. The District agrees to assume the risk of loss for all materials it directly purchases at the time of purchase, agrees to take title of the materials upon delivery to the job site, and agrees to procure insurance for all items it purchases in the amounts required by Florida law, as applicable.
4. **Permits.** All permits necessary for the work to be performed under this Agreement shall be obtained and by the Contractor and paid for by the District. Contractor will be responsible for any fines or penalties assessed against District as a result of Contractor’s work.
5. **Responsibilities of the Contractor.**
 - a. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and best management practices.
 - b. The performance of all services by the Contractor under this Agreement and related to this

Agreement shall conform to any written instructions issued by the District.

- c. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
 - d. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
6. **Care of the Property.** Contractor agrees to keep the property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 48 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.
7. **Labor, Materials, and Equipment Claims.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. In the event that the Contractor does not pay or satisfy any claim or attempted lien within 3 business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.
8. **Performance Bond and Labor and Material Payment Bond.** The Contractor will furnish bonds covering the faithful performance of this Agreement and payment of all obligations arising hereunder. The cost of such bonds shall be separate from the compensation of the work. Provided, no bond will be accepted from an insurance company with a general policyholder's rating of less than "A" and a financial rating of less than "AAA" as indicated in the Best's Insurance Guide. Attorneys-in-fact who sign performance and payment bonds must file with such bond a certified copy of their power of attorney to sign such bonds. Provided further, that the bonds shall be executed on the form set forth in Florida Statute Section 255.05, as amended, or on another form satisfactory to District amended as follows: "This Bond shall afford claimants thereunder, all the rights related thereto, including, but not limited to, the rights to recover attorneys' fees in the event any claim is made against this bond."
9. **District Representatives.** The District Manager and the District Engineer are authorized to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
10. **Time of Commencement and Completion Date.**
- a. The Contractor will commence the work necessary for permits and approvals within 5 business days of receiving the necessary information and signed/sealed drawings and site plans it requires from the District. The Contractor will timely inform the District of the expected issuance date of any permits or approvals and any delays in receipt of any permit or approval.
 - b. Contractor will commence the work on-site within 10 business days of receipt of the necessary permits and approvals and delivery of the materials.

- c. The Contractor will complete the work within 150 calendar days from the date it receives the deposit.
- d. Time is of the essence with respect to Contractor's obligations under this Agreement.
- e. If Contractor is delayed at any time in the progress of the work by any act or neglect of the District, or by any employee thereof, or by any separate contractor employed by the District, or by changes ordered in the work, or by prevention of performance because of governmental laws or regulation, or by fire or weather condition, or unusual delays in delivery of materials and equipment beyond the control of Contractor, then the time of completion shall be extended in writing for such reasonable time as the parties may reasonably determine.

11. Compensation and Progress Payments.

- a. The District agrees to pay to the Contractor the cost of the Performance Bond and Labor and Material Payment Bond described above within 10 calendar days of Contractor providing the cost from a qualified bonding company.
- b. The District agrees to pay to Contractor **\$296,149.75** for the work described above to be paid in accordance with the payment provisions below.
 - i. The District agrees to pay to Contractor a refundable deposit of 40% within 10 calendar days of the date of this Agreement.
 - ii. For the remainder 60% of this compensation, Contractor will submit Applications for Payment each month to the District, the District will make progress payments on the as provided below:
 - 1. The District shall, not later than 45 calendar days following the receipt of proper Applications, pay the Contractor the portion of the compensation properly allocable to labor, materials, and equipment incorporated in the work for the period covered by the Application for Payment, less retainage of 5%, and less the aggregate of previous payments made by the District.
 - 2. If the Contractor and the District Engineer cannot agree on a payment amount, the District Engineer will promptly authorize payment for the amount for which he is able to make such representations to the District. The District Engineer may also decline to authorize payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any authorization of payment previously issued, to such extent as may be necessary in his opinion to protect the District from loss because of:
 - a. defective work not remedied,
 - b. third party claims filed or reasonable evidence indicating probable filing of such claims,
 - c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
 - d. reasonable evidence that the work cannot be completed for the unpaid balance of the total compensation,
 - e. damage to the District or another contractor,
 - f. reasonable evidence that the work will not be completed within the time of completion, or
 - g. persistent failure to carry out the work in accordance with this Agreement.

When the basis for withholding her authorization as outlined in this subparagraph is removed, the District Engineer will certify for payment the related amounts for which payment has been properly requested.

- 3. Final payment, constituting the entire unpaid balance the work and applicable

retainage, shall be paid by the District to the Contractor within 45 calendar days of when the work has been completed, the receipt of documentation indicating passed final inspections, and District staff has inspected and signed off on the work. The amount of the final payment shall be the total compensation, plus any approved change orders, less all progress payments previously paid pursuant to this Agreement.

- c. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness.

12. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 business days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.

13. Concealed Conditions.

- a. Contractor has reviewed all apparent, existing conditions and limitations affecting the work, including, existing improvements, elevations, and site and local conditions, as applicable to the work. Claims for additional compensation or extensions of time because of the failure of Contractor to familiarize itself with apparent conditions at the site will not be allowed.
- b. If conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in this Agreement, or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Agreement, then notice by the observing party shall be given to the other party promptly before the conditions are disturbed and in no event later than 3 business days after first observance of the conditions. The District Engineer will promptly investigate such conditions and, if they are not governed by the subsection below and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment in the compensation or completion date or both. If District Engineer reasonably determines that conditions at the site are not as described as above, and that no change in the terms of this Agreement is justified, District Engineer shall so notify District and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 14 calendar days after District Engineer has given notice of her determination.
- c. No adjustment in compensation or completion date shall be permitted, however, in connection with a apparent conditions (i) which does not differ materially from those conditions disclosed or (ii) which reasonably should have been disclosed by (a) Contractor's inspections, tests, reviews and preconstruction services performed in connection with the work, including any tests made by or in the possession of Contractor, or (b) inspections, tests, reviews and

preconstruction services which Contractor negligently failed to request in connection with the work.

14. Additional Services. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment, addendum, change order, or work order authorization.

15. Warranty.

- a. The Contractor warrants that the work (a) conforms to the requirements of the this Agreement, (b) was performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, building codes, and applicable regulations, (c) was performed without defects in materials to the extent the materials were provided by Contractor, and workmanship, (d) consists of new unused materials to the extent the materials are provided by Contractor, (e) is fit for the particular purposes or uses contemplated by this Agreement, (f) conforms to all accepted models and samples and all affirmations of fact, promises, descriptions or specifications agreed upon by the District and Contractor.
- b. If within the applicable warranty period described in the Proposal, but at a minimum of 3 years, after the date of final payment by the District any portion of the work (labor and materials) is found not to comply with the requirements of this Agreement, then Contractor shall correct such noncompliant portion of the work at its expense promptly after receiving written notice from District requesting such correction.
- c. Contractor's warranty in this section is in addition to and does not limit in any way District's claims for latent/patent defects or claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.
- d. Contractor warrants that the labor will meet all requirements of the manufacturer to honor the manufacturer's warranty for materials and labor.
- e. At time of final payment, Contractor will supply a copy of all warranties supplied by manufacturers along with all manufacturer's instructions. Contractor will assist the District with any warranty claims.
- f. Contractor shall assign and transfer to the District all warranties and guaranties received by Contractor in connection with any work, materials, equipment, and components furnished by Contractor. If such warranties and guaranties are not by their terms assignable, Contractor agrees to initiate claims and enforce such warranties in accordance with their terms for the benefit of District upon demand.

16. Subcontractors.

- a. Prior to the retention or hiring of a Subcontractor, Contractor shall inform the District which persons, firms or entities which Contractor proposes to engage to furnish labor and/or materials in constructing the improvements and, if requested by District, will furnish District with a copy of all written agreements (including subcontracts and purchase orders) therefor. Contractor agrees that District has the right in its sole discretion to disapprove any Subcontractor of any tier. District also shall have the right to telephone or otherwise communicate with each Subcontractor of every tier to verify the facts disclosed by any list or any invoice submitted to District, or for any other purpose. All subcontracts let or amended by Contractor relating to the work shall require disclosure to District of information sufficient to make verification. Each approved subcontract shall contain provisions which specifically bind such Subcontractor to the applicable terms and provisions of this Agreement and shall also contain provisions permitting assignment thereof to District.
- b. Any Subcontractor or individual laborer whom District or District Engineer believes in good faith not to be qualified to pursue the work or whom District does not wish to be engaged in

the work, shall be excluded from the work, and shall be replaced with a Subcontractor or laborer approved by District and District Engineer, provided District is willing to pay the additional costs that may be incurred to retain different subcontractors.

- c. Contractor agrees to hold its Subcontractors, including all persons directly or indirectly employed by them, responsible for any damages due to breach of contract or any negligent act and to diligently endeavor to effect recoveries of such damages. District shall be deemed to be a third party beneficiary of, but shall not have any obligation under, each subcontract and may, if District elects, require (following Contractor's default under this Agreement or District's termination of this Agreement) that a Subcontractor perform all of the then unperformed duties and obligations of such Subcontractor thereunder for the benefit of District (rather than Contractor); however, in the event that District requires any such performance by a Subcontractor for the direct benefit of District, then District shall be bound and obligated to pay such Subcontractor for such portion of the work done by such Subcontractor in accordance with the terms of this Agreement for such portion performed in strict conformance to this Agreement to date (to-wit: the reasonable value of that portion of the subcontract performed by such Subcontractor) and subsequent to the date that District elects to invoke such rights. District's liability in connection herewith, however, is not to exceed the amount obtained by subtracting from the subcontract the total of all sums paid by Contractor to Subcontractor prior to District's invoking its rights hereunder with respect to direct performance by Subcontractor for District. In the event that District elects to invoke such rights, District shall give written notice of such election to Contractor and such Subcontractor. Any amounts paid by District to a Subcontractor shall be either (a) deducted from the amount due to Contractor under this Agreement or (b) reimbursed if District has already paid Contractor, by Contractor to District upon District's written demand. Notwithstanding any language herein to the contrary, the District shall not be entitled to recover from Contractor any subcontract performances obtained for the benefit of the District, or beyond the original scope of work for which Contractor had retained any subcontractor.

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

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
- d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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

18. Indemnification. Contractor agrees to indemnify and hold the District and its officers, agents and

employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

19. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
20. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
21. **Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
22. **Contractor's Default.**
- a. Contractor shall be in "Default" under this Agreement if, after 7 business days written notice, Contractor fails or neglects to (i) carry out the work in accordance with this Agreement or in accordance with any specifications, applicable laws, (ii) make proper and timely payment to any Subcontractor for materials or labor, (iii) replace rejected material promptly or correct rejected workmanship as herein provided, or (iv) observe any other terms, provisions, conditions, covenants and agreements in this Agreement to be observed and performed on the part of Contractor.
 - b. In the event of a Default by Contractor, District, without prejudice to any other right or remedy District may have, may correct such deficiencies and may deduct the cost thereof, including compensation for the District Engineer's services and expenses made necessary thereby, from the payment then or thereafter due Contractor.
 - c. Alternatively, after Contractor's failure to cure such matter within such 7 day period, at the District's option, District may terminate this Agreement and take possession of the site and remove and return all materials, tools and construction equipment and machinery thereon owned by Contractor (or require Contractor to immediately remove all such materials, tools and construction equipment and machinery from the site) and District may finish (or cause another contractor to finish) the work by whatever method District may deem expedient.

23. **Termination.** Either party shall have the right to terminate this Agreement upon 10 calendar days written notice. Upon receipt of a termination notice Contractor will cease performance of the work and make every reasonable effort to procure cancellation of all existing orders for materials. Contractor will be entitled to receive as its exclusive remedy payment for the actual cost of materials purchased by Contractor and delivered to the job site and the work performed up to the time of receipt of the notice (as the percentage of completion is reasonably determined by the District) with the compensation amount being prorated accordingly, if the deposit exceeds these costs, Contractor will refund the appropriate amount to the District.
24. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.
25. **Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
26. **Assignment.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.
27. **Enforcement of Agreement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.
28. **No Waiver.** The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
29. **Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

30. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

31. **E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

32. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and 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 the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVE, SUITE 200, TAMPA, FL 33614.

33. **Arm’s Length Transaction.** This Agreement has been negotiated fully between the parties as an arm’s length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

34. **Authority to Execute.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and

each party has full power and authority to comply with the terms and provisions of this Agreement.

35. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
36. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
37. **Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:
c/o Rizzetta & Company
3434 Colwell Ave
Suite 200
Tampa, FL 33614
Attn: Debby Wallace
dbwallace@rizzetta.com


To the Contractor:
P.O. Box 520700
Longwood, FL 32752-0700
Attn: Rob Dominica,
President.
robd@gametime.com

with a copy to:
Stephen Brletic, P.E.
sbrletic@jmt.com

38. **Survival.** The insurance requirements, bonds, representations and warranties by Contractor, and the indemnities in this Agreement, shall survive the completion/approval of any work performed hereunder by Contractor and the termination of this Agreement.
39. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Dominica Recreation Products, Inc.



Robert J. Dominica
President

**Concord Station
Community Development District**



Steven Christie
Chair of the Board of Supervisors

Exhibit A: Relevant Portions of Contractor's Quote #103880-01-04 dated July 20, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
CN102326389-CAS-GAUWX-22-23

CONTACT
NAME: Brenda Young-Epps
PHONE (A/C, No, Ext): (404) 995 3074
E-MAIL ADDRESS: brenda.youngepps@marsh.com
FAX (A/C, No):

INSURED
Recess Holdings, Inc.
Attention: Maria Townson
150 PlayCore Drive SE
Fort Payne, AL 35967

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Evanston Insurance Company	35378
INSURER B :	Indemnity Ins Co Of North America	43575
INSURER C :	ACE Property And Casualty Ins Co	20699
INSURER D :	ACE American Insurance Company	22667
INSURER E :	National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER F :	ACE Fire Underwriters Insurance Company	20702

COVERAGES**CERTIFICATE NUMBER:**

ATL-005470611-00

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> X	COMMERCIAL GENERAL LIABILITY			MKL2VPBC001627	08/01/2022	08/01/2023	EACH OCCURRENCE	\$ 2,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> X	SIR \$250,000 Per Occ.						MED EXP (Any one person)	\$ EXCLUDED
		GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 2,000,000
		POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000
		OTHER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
								POLICY AGGREGATE	\$ 10,000,000
B	<input checked="" type="checkbox"/> X	AUTOMOBILE LIABILITY			CAL H10690110	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
		SCHEDULED AUTOS						Comp./Coll. Ded.: \$1,000	\$
		NON-OWNED AUTOS ONLY							
C	<input checked="" type="checkbox"/> X	UMBRELLA LIAB			XEUG71549501 004	08/01/2022	08/01/2023	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB			RETENTION Umb Catastrophe \$25,000			AGGREGATE	\$ 10,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
D	<input checked="" type="checkbox"/> X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C50669828	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
D		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			SCF C50669786	08/01/2022	08/01/2023	E.L. EACH ACCIDENT	\$ 1,000,000
F		(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C50669713	08/01/2022	08/01/2023	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					(See Additional Page.)			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E		Excess Umbrella			021908174	08/01/2022	08/01/2023	Each Occurrence	15,000,000
								Aggregate	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Concord Station

Concord Station Community Development District is listed as additional insured as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis via attached CG 2010, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy, when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Concord Station Community
Development District
5844 Old Pasco Road
Suite 100
Wesley Chapel, FL 33544-4010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

AGENCY CUSTOMER ID: CN102326389LOC #: Atlanta**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Recess Holdings, Inc. Attention: Maria Townson 150 PlayCore Drive SE Fort Payne, AL 35967
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

WLR C50669828 - AL,AZ,CA,CO,FL,GA,IL,IN,KY,MI,MN,MO,NV,NY,OK,OR,PA,SC,TN,TX,UT,VA

SCF C50669786 - CA,CO,FL,GA,IL,IN,MI,MN,MO,MT,NC,NM,NV,NY,OK,OR,PA,SC,TN,TX

SCF C50669713- Wisconsin (WI)



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

07/20/2022
 Quote #
 103880-01-04

Concord Station CDD (Revision 3)

Rizzetta & Company, Inc.
 Attn: Debby Bayne-Wallace
 17310 Darby Lane
 Lutz, FL 33558
 Phone: 813-793-8814
dbwallace@rizzetta.com

Ship to Zip 33558

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
~~~~~ <ul style="list-style-type: none"> <li>Others to remove existing equipment.</li> <li>Others to remove internal fence and to open up area for construction</li> <li>Siteplan/Survey to be provided by the owner</li> </ul>						
1	178749	GameTime - Owner's Kit			\$66.00	\$66.00
1	5178	GameTime - Welcome Sign (2-5)	\$561.00	12.00	\$493.68	\$493.68
1	5179	GameTime - Welcome Sign (5-12)	\$561.00	12.00	\$493.68	\$493.68
1	RDU	GameTime - Two Playground Systems (Train & Tower)	\$179,554.00	32.24	\$121,663.04	\$121,663.04
		(1) 4870 -- 3-in-A-Row 11" Gizmo (doubel sided)				
		(1) 5185 -- Olympus Climber				
		(1) 5187 -- Olympus Climber				
		(1) 6291 -- Trillium Climber 4'-0"				
		(1) 6292 -- Trillium Climber 5'-0"				
		(1) 32072 -- Trinet (Medium) W/Ps Connection				
		(3) 80000 -- 49" Sq Punched Steel Deck				
		(13) 80001 -- 49"Tri Punched Steel Deck				
		(1) 80192 -- Sunblox Umbrella Canopy				
		(1) 80206 -- Tin Roof Hex				
		(1) 80657 -- Access Attachment 5'				
		(1) 80688 -- 2' Tri Transfer Platform				
		(2) 81666 -- Fun Seat				
		(1) 81686 -- Locomotive				
		(1) 90021 -- 2'-0" Transfer System W/ Barrier				
		(1) 90033 -- 4' Transfer Platform W/Guardrail				
		(1) 90105 -- 3'-6"/4' Schooner Climber				
		(1) 90216 -- Rung Enclosure W/Barrier, Above Dk				
		(1) 90249 -- 2' Leaning Wall Climber				
		(6) 90266 -- 8' Upright, Alum				
		(4) 90267 -- 9' Upright, Alum				
		(7) 90268 -- 10' Upright, Alum				
		(1) 90295 -- 3'-6"/4' Wavy Tree Climber				



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## Concord Station CDD (Revision 3)

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
	(1)	90306 -- Climber Archway W/Socket & Barrier				
	(1)	90354 -- Counter Panel				
	(1)	90401 -- Std Funnel Bridge,2 Dk Span Barrier				
	(1)	90405 -- 1'-6"/2' 90 Deg Fnl Bridge Guard 1 D				
	(1)	90430 -- Decorative Panel W/Gizmo, Above Dk				
	(1)	90465 -- Train Cabin Panel				
	(1)	90508 -- 4' Double Zip Slide, Std Dk				
	(1)	90530 -- 2'2'-6" Little Foot Slide W/Enclosu				
	(1)	90573 -- Scramble Up (3'-6" To 5'-0")				
	(1)	90598 -- Hour Glass Climber				
	(1)	90668 -- Spiral Step Climber (4'-0" & 4'-6")				
	(1)	90766 -- Hex Pod				
	(1)	90777 -- Kidnetix Twirl				
	(2)	91139 -- Entryway - Barrier				
	(1)	91208 -- Climber Entryway - Guardrail				
	(5)	91209 -- Climber Entryway - Barrier				
	(1)	91334 -- Climber Offset Entryway (Barrier)				
	(1)	91505 -- Olympus Climber - 3'0 thru 4'0 offse				
	(1)	91542 -- 15' Square Canopy				
	(1)	91606 -- HDPE Vertical Ladder 5'0"				
	(1)	91667 -- Trillium Climber 4'-0" & 4'-6"				
	(1)	5653RP -- 6' Extension w/Cap				
	(6)	5654RP -- 6' Extension w/out Cap				
	(1)	6052RP -- Altus Tower Seat Barrier				
	(1)	6054RP -- Altus X Tower Tube to Right				
	(1)	153653 -- 49" Tube Section				
	(1)	153655 -- 30 Deg Elbow Sec 30" Dia				
	(1)	153655 -- 30 Deg Elbow Sec 30" Dia				
	(1)	203582 -- Tube Entrance Section				
	(1)	204879 -- Footbuck Assy 40 1/16"Lg				
	(1)	207601 -- Double Straight Section				
	(1)	207601 -- Double Straight Section				
	(1)	207772 -- Wilder Tube Section				
	(1)	211303 -- LONG EXIT SECTION				
	(1)	220120 -- SLIDE GUARD PLATE 37 13/16" C/O				
	(1)	220122 -- LONG FOOTBUCK 131" LG. C/O				





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Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
		(1) 220122 -- LONG FOOTBUCK 131" LG. C/O				
		(1) 220124 -- LONG EXTENSION 5 1/2" C/O				
		(1) 220126 -- LONG EXTENSION 7" C/O				
		(1) 312637 -- Support Assy 82 13/16"Lg				
		(1) 6054HW -- HDW - ALTUS X TOWER TUBE TO RIGHT				
		(1) X20379 -- OUTRIGGER PLATE 19.75"LG				
		(1) 6056RP -- Altus X Tower Spiral Slide				
		(1) 153653 -- 49" Tube Section				
		(1) 153653 -- 49" Tube Section				
		(1) 160199 -- 90 Deg 30"W/15 Deg Flange				
		(1) 160199 -- 90 Deg 30"W/15 Deg Flange				
		(1) 160199 -- 90 Deg 30"W/15 Deg Flange				
		(1) 160202 -- 24"St Sec 15 Deg Flange				
		(1) 203582 -- Tube Entrance Section				
		(1) 218855 -- 30" Exit Section				
		(1) 220108 -- FORMED FOOTBUCK 113 1/2" C/O				
		(1) 220110 -- FORMED FOOTBUCK 113 3/4" C/O				
		(1) 220112 -- FORMED FOOTBUCK 73 3/4" C/O				
		(1) 220112 -- FORMED FOOTBUCK 73 3/4" C/O				
		(1) 220120 -- SLIDE GUARD PLATE 37 13/16" C/O				
		(1) 301503 -- 7010-SUPPORT ASSY 36 1/4"				
		(1) 6056HW -- HDW - ALTUS X TOWER SP SL				
		(1) X18007 -- FOOTBUCK SADDLE 15DEG				
		(1) X18009 -- FOOTBUCK SADDLE 30DEG				
		(1) 6065RP -- Altus Overlook				
		(2) 6070RP -- Altus Tower Slide Panel				
		(1) 6113RP -- Altus X Tower Foundation				
		(1) G90266 -- 8' Upright, Galv				
		(1) G90267 -- 9' Upright, Galv				
		(4) G90268 -- 10' Upright, Galv				
		(1) G90269 -- 11' Upright, Galv				
		(7) G90273 -- 15' Upright, Galv				
1	6245	GameTime - RoxAll See Saw	\$9,989.00	20.00	\$7,991.20	\$7,991.20
1	53	GameTime - Health Ladder	\$1,642.00	28.00	\$1,182.24	\$1,182.24
1	6256	GameTime - Sensory Dome - Medium	\$10,663.00	28.00	\$7,677.36	\$7,677.36
1	5193	GT-Shade - Triple Bay Swing Shade	\$12,615.00	3.00	\$12,236.55	\$12,236.55



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## Concord Station CDD (Revision 3)

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
2	5145	GameTime - Expression Swing 5" X 8'	\$1,463.00	16.00	\$1,228.92	\$2,457.84
2	5168	GameTime - Expression Swing Tandem	\$2,001.00	16.00	\$1,680.84	\$3,361.68
2	SS8918	GameTime - Belt Seat 5" /8' High W/Clevis	\$326.00	16.00	\$273.84	\$547.68
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!			\$66,825.00	\$66,825.00
6850	Shred-6	GT-Impax - Shredded Rubber Surfacing - Loose Fill- 3" Compacted Depth TOP-OFF - ASTM Compliant	\$3.00	26.67	\$2.20	\$15,070.00
1	INSTALL	5-Star Plus - Spreading of Shredded Rubber- Shredded Rubber will be delivered by large truck and dumped in staging area. (possibly even arrive in large super sacks, each weighing about a ton). Installer will use bob-cat or similar to move shredded rubber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.			\$1,700.00	\$1,700.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings			\$1,800.00	\$1,800.00
1	Permits	5-Star Plus - Building Permits- Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.			\$3,800.00	\$3,800.00
					Sub Total	\$317,906.00
					Discount	(\$70,540.05)
					Material Surcharge	\$31,116.58
					Freight	\$17,667.22
					Total	\$296,149.75

This quote was prepared by Rob Dominica, President.

For questions or to order please call - 800-432-0162 ext. 113 [robd@gametime.com](mailto:robd@gametime.com)

Due to unforeseen supply and personnel issues, ALL orders are shipping in approximately 8-10 weeks.

Some orders depending on specific items may take longer or possibly go quicker. Not until an order is in the system and processed can we give an expected ship date.

In addition, labor shortages may cause installation dates to be extended. It is difficult to provide exact days for delivery and installation.

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about 150 days, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the owner will provide approved site plans of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process can not begin until appropriate and current site plans are provided by owner. If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

GameTime requires a minimum deposit of 40% (\$118,459.90) upon placing an order. Also inquire about an additional cash discount available when full payment is received at time of order.



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## Concord Station CDD (Revision 3)

Payment Terms: Deposit at time of Order . Balance to be paid upon completion of work Net 30. Credit Application must be completed for open amount on credit terms.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, and changes are subject to price adjustment. A 1.5% per month finance charge will be imposed on all past due accounts.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Payment Terms: Complete Credit Application submitted and approved with order .

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Invoices: Will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services.

Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

### SHADE TERMS :

- Winds greater than 90 mph, require the removal of the shade fabric to prevent damage.
- Quote does not include any provisions for lighting protection.
- Lead time for Shade is about 6 weeks AFTER approval of permits (if required).
- Installer not responsible for site conditions. For Large Shades holes may be upwards of 8' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.
- Standard installation requires access for large machinery, possibly including a crane, and a staging area. Installer not responsible for sod damage or sidewalk repair on access path and staging area, unless otherwise noted.
- Standard installation is for earth formed footers. Soil testing is not included.



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## Concord Station CDD (Revision 3)

### ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

### Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: \$296,149.75





Playpalette: Deep Space  
Accent: Spring Green

8/16/22

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

# Concord Station CDD

## Land O Lakes, FL



[www.gametime.com](http://www.gametime.com)



[www.playdrp.com](http://www.playdrp.com)





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