

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**May 20, 2025**

**BOARD OF SUPERVISORS**

**REGULAR  
MEETING AGENDA**

**MALABAR SPRINGS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**Malabar Springs Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

May 13, 2025

Board of Supervisors  
Malabar Springs Community Development District

Dear Board Members:

The Board of Supervisors of the Malabar Springs Community Development District will hold a Regular Meeting on May 20, 2025 at 11:00 a.m., at B.S.E. Consultants, Inc., 312 South Harbor City Boulevard, Suite 4, Melbourne, Florida 32901. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisors [Jon Seifel - Seat 4, William Fife - Seat 5] *(the following to be provided under separate cover)*
  - A. Required Ethics Training and Disclosure Filling
    - Sample Form 1 2023/Instructions
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Acceptance of Resignation of Michael Caputo [Seat 1]
5. Consider Appointment of Josh Long to Fill Unexpired Term of Seat 1; *Term Expires November 2026*
  - Administration of Oath of Office to Josh Long
6. Acceptance of Resignation of Justin Frye [Seat 3]
7. Consider Appointment of Luis Carcamo to Fill Unexpired Term of Seat 3; *Term Expires November 2028*

**ATTENDEES:**

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

- Administration of Oath of Office to Luis Carcamo
8. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
  9. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date
  10. Consideration of Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
  11. Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
  12. Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
  13. Ratification Items
    - A. Assignment of Contractor Agreement CRE-KL Malabar Owner LLC & MJC Land Development
    - B. Direct Purchase Orders
      - I. CEC Controls
      - II. Core & Main LP
      - III. Hydra Service, Inc.
      - IV. U.S. Concrete Products Corporation
    - C. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement
  14. Acceptance of Unaudited Financial Statements as of March 31, 2025
  15. Approval of Minutes
    - A. August 20, 2024 Public Hearing and Regular Meeting
    - B. November 5, 2024 Landowners' Meeting

16. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *B.S.E. Consultants, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: June 17, 2025 at 11:00 AM
    - QUORUM CHECK

SEAT 1	JOSH LONG	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	TIM SMITH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	LUIS CARCAMO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JON SEIFEL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	WILLIAM FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

17. Board Members' Comments/Requests

18. Public Comments

19. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (415) 516-2161.

Sincerely,

  
Andrew Kantarzhi  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 867 327 4756**

# **MALABAR SPRINGS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**3**

**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

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

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

-----  
MAILING ADDRESS:  Home  Office County of Residence \_\_\_\_\_

\_\_\_\_\_  
Street Phone Fax

\_\_\_\_\_  
City, State, Zip Email Address

# **MALABAR SPRINGS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**



01/21/2025

To: CDD Board of Supervisors

Dear Board of Supervisors,

I, Michael Caputo, submit my resignation from the following CDD boards effective 01/24/2025.

- Stellar North CDD
- Parker Pointe CDD
- Antillia CDD
- Reflection Bay CDD
- Malabar Springs CDD
- Waterside CDD
- Verano 2 CDD
- Verano Center CDD

Sincerely,



Michael Caputo

# **MALABAR SPRINGS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**

Justin K. Frye  
1551 N. Flagler Drive  
Unit No. 1414  
West Palm Beach, FL 33401  
410.980.7092

January 7, 2025

Kolter Land Partners  
Jeremy Camp  
14025 Riveredge Dr #175  
Tampa, Florida 33637

Dear Jeremy,

Please consider this letter my resignation from my position as Senior Land Development Manager for Koler Land, effective two weeks from today's date. Please also consider this letter a resignation from any Community Development District, Home Owner's Association or related Boards.

While it has been a great experience working with Kolter, I have decided to accept another offer. Therefore, my last day will be January 21<sup>st</sup>. I am happy to offer my assistance in any way possible to make a smooth transition.

Sincerely,

  
Justin K. Frye

# **MALABAR SPRINGS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2025-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

Justin Frye	Seat 3	200 Votes
Jon Seifel	Seat 4	150 Votes
William Fife	Seat 5	200 Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

Justin Frye	Seat 3	4-Year Term
Jon Seifel	Seat 4	2-Year Term
William Fife	Seat 5	4-Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 20th day of May, 2025.

Attest:

**MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **MALABAR SPRINGS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RESOLUTION 2025-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Malabar Springs Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

**SECTION 1.** The following is/are elected as Officer(s) of the District effective May 20, 2025:

- \_\_\_\_\_ is elected Chair
- \_\_\_\_\_ is elected Vice Chair
- \_\_\_\_\_ is elected Assistant Secretary
- \_\_\_\_\_ is elected Assistant Secretary
- \_\_\_\_\_ is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of May 20, 2025:

- |                       |                            |
|-----------------------|----------------------------|
| <u>Michael Caputo</u> | <u>Chair</u>               |
| <u>Justin Frye</u>    | <u>Assistant Secretary</u> |
| <u>Cindy Cerbone</u>  | <u>Assistant Secretary</u> |



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

Craig Wrathell is Secretary

Andrew Kantarzhi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED** this 20th day of May, 2025.

ATTEST:

**MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

**RESOLUTION 2025-03**

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

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

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

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

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

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

**DATE:** \_\_\_\_\_  
**HOUR:** 11:00 a.m.  
**LOCATION:** B.S.E. Consultants, Inc.  
312 South Harbor City Boulevard, Suite 4  
Melbourne, Florida 32901

**SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Brevard County at least sixty (60) days prior to the hearing set above.

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

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

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

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

**PASSED AND ADOPTED** this 20th day of May, 2025.

ATTEST:

**MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2025/2026 Proposed Budget

**Exhibit A: Fiscal Year 2025/2026 Proposed Budget**

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1
Definitions of General Fund Expenditures	2 - 3
Debt Service Fund Budget - Series 2024	4
Amortization Schedule - Series 2024	5 - 6
Assessment Summary	7

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 366,666
Landowner contribution	348,365	32,174	178,292	210,466	39,474
Total revenues	<u>348,365</u>	<u>32,174</u>	<u>178,292</u>	<u>210,466</u>	<u>406,140</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	1,099	23,901	25,000	25,000
Engineering	5,000	1,935	3,065	5,000	5,000
Debt service fund accounting	-	-	-	-	5,500
Audit	4,075	-	4,075	4,075	5,000
Arbitrage rebate calculation	500	-	500	500	1,000
Dissemination agent	1,000	500	500	1,000	2,000
EMMA software service	2,500	-	2,500	2,500	5,000
Trustee	5,500	-	5,500	5,500	11,000
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	2,000	507	1,493	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	-	5,200	6,350
Contingencies/bank charges	500	537	1,000	1,537	1,500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	210	-	210	210
Total professional & administrative	<u>101,865</u>	<u>35,218</u>	<u>67,384</u>	<u>102,602</u>	<u>119,640</u>
<b>Field operations</b>					
Field operations management	13,500	-	6,750	6,750	13,500
Field operations accounting	3,500	-	1,500	1,500	3,500
Wet pond maintenance	20,000	-	16,000	16,000	20,000
Conservation area maintenance	4,000	-	4,000	4,000	4,000
Entryway maintenance	6,000	-	2,000	2,000	6,000
Entryway electricity	3,000	-	1,500	1,500	3,000
Landscape inspection	18,000	-	6,000	6,000	18,000
Landscape maintenance	75,000	-	20,000	20,000	75,000
Plant replacement	7,500	-	3,000	3,000	7,500
Irrigation repairs	2,500	-	1,500	1,500	2,500
Irrigation water supply electricity	16,000	-	5,000	5,000	16,000
Irrigation pump maintenance	7,500	-	2,000	2,000	7,500
Walking trail maintenance	5,000	-	2,000	2,000	5,000
Streetlighting	50,000	-	20,000	20,000	50,000
Roadway maintenance	5,000	-	5,000	5,000	5,000
Contingencies	10,000	-	10,000	10,000	50,000
Total field operations	<u>246,500</u>	<u>-</u>	<u>106,250</u>	<u>106,250</u>	<u>286,500</u>
Total expenditures	<u>348,365</u>	<u>35,218</u>	<u>173,634</u>	<u>208,852</u>	<u>406,140</u>
Excess/(deficiency) of revenues					
over/(under) expenditures	-	(3,044)	4,658	1,614	-
Fund balance - beginning (unaudited)	-	(1,614)	(4,658)	(1,614)	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (4,658)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	5,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Debt service fund accounting	5,500
Audit	5,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,000
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee	11,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
EMMA software service	5,000
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	2,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,350
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	1,500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

**Field operations**

Field operations management	13,500
Field operations accounting	3,500
Wet pond maintenance	20,000
Conservation area maintenance	4,000
Entryway maintenance	6,000
Entryway electricity	3,000
Landscape inspection	18,000
Landscape maintenance	75,000
Plant replacement	7,500
Irrigation repairs	2,500
Irrigation water supply electricity	16,000
Irrigation pump maintenance	7,500
Walking trail maintenance	5,000
Streetlighting	50,000
Roadway maintenance	5,000
Contingencies	50,000
<b>Total expenditures</b>	<b><u>\$406,140</u></b>

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2024  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment: off-roll	\$ -	\$ 780,842	\$ 494,543	\$ 1,275,385	\$ 1,276,730
Interest	-	27,077	-	27,077	-
Total revenues	-	807,919	494,543	1,302,462	1,276,730
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	280,000	280,000	290,000
Interest	-	141,905	500,843	642,748	989,085
Total expenditures	-	141,905	780,843	922,748	1,279,085
Excess/(deficiency) of revenues over/(under) expenditures	-	666,014	(286,301)	379,714	(2,355)
Fund balance:					
Beginning fund balance (unaudited)	-	1,418,635	2,084,649	1,418,635	1,798,349
Ending fund balance (projected)	\$ -	\$ 2,084,649	\$ 1,798,349	\$ 1,798,349	1,795,994
Use of fund balance:					
Debt service reserve account balance (required)					(1,276,730)
Principal and Interest expense - November 1, 2026					(488,018)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 31,246</u>

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2024 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			494,542.50	494,542.50	18,720,000.00
05/01/26	290,000.00	4.500%	494,542.50	784,542.50	18,430,000.00
11/01/26			488,017.50	488,017.50	18,430,000.00
05/01/27	305,000.00	4.500%	488,017.50	793,017.50	18,125,000.00
11/01/27			481,155.00	481,155.00	18,125,000.00
05/01/28	320,000.00	4.500%	481,155.00	801,155.00	17,805,000.00
11/01/28			473,955.00	473,955.00	17,805,000.00
05/01/29	335,000.00	4.500%	473,955.00	808,955.00	17,470,000.00
11/01/29			466,417.50	466,417.50	17,470,000.00
05/01/30	350,000.00	4.500%	466,417.50	816,417.50	17,120,000.00
11/01/30			458,542.50	458,542.50	17,120,000.00
05/01/31	365,000.00	4.500%	458,542.50	823,542.50	16,755,000.00
11/01/31			450,330.00	450,330.00	16,755,000.00
05/01/32	385,000.00	5.200%	450,330.00	835,330.00	16,370,000.00
11/01/32			440,320.00	440,320.00	16,370,000.00
05/01/33	405,000.00	5.200%	440,320.00	845,320.00	15,965,000.00
11/01/33			429,790.00	429,790.00	15,965,000.00
05/01/34	425,000.00	5.200%	429,790.00	854,790.00	15,540,000.00
11/01/34			418,740.00	418,740.00	15,540,000.00
05/01/35	450,000.00	5.200%	418,740.00	868,740.00	15,090,000.00
11/01/35			407,040.00	407,040.00	15,090,000.00
05/01/36	475,000.00	5.200%	407,040.00	882,040.00	14,615,000.00
11/01/36			394,690.00	394,690.00	14,615,000.00
05/01/37	500,000.00	5.200%	394,690.00	894,690.00	14,115,000.00
11/01/37			381,690.00	381,690.00	14,115,000.00
05/01/38	525,000.00	5.200%	381,690.00	906,690.00	13,590,000.00
11/01/38			368,040.00	368,040.00	13,590,000.00
05/01/39	555,000.00	5.200%	368,040.00	923,040.00	13,035,000.00
11/01/39			353,610.00	353,610.00	13,035,000.00
05/01/40	580,000.00	5.200%	353,610.00	933,610.00	12,455,000.00
11/01/40			338,530.00	338,530.00	12,455,000.00
05/01/41	615,000.00	5.200%	338,530.00	953,530.00	11,840,000.00
11/01/41			322,540.00	322,540.00	11,840,000.00
05/01/42	645,000.00	5.200%	322,540.00	967,540.00	11,195,000.00
11/01/42			305,770.00	305,770.00	11,195,000.00
05/01/43	680,000.00	5.200%	305,770.00	985,770.00	10,515,000.00
11/01/43			288,090.00	288,090.00	10,515,000.00
05/01/44	715,000.00	5.200%	288,090.00	1,003,090.00	9,800,000.00
11/01/44			269,500.00	269,500.00	9,800,000.00
05/01/45	755,000.00	5.500%	269,500.00	1,024,500.00	9,045,000.00
11/01/45			248,737.50	248,737.50	9,045,000.00
05/01/46	800,000.00	5.500%	248,737.50	1,048,737.50	8,245,000.00
11/01/46			226,737.50	226,737.50	8,245,000.00
05/01/47	845,000.00	5.500%	226,737.50	1,071,737.50	7,400,000.00
11/01/47			203,500.00	203,500.00	7,400,000.00
05/01/48	890,000.00	5.500%	203,500.00	1,093,500.00	6,510,000.00
11/01/48			179,025.00	179,025.00	6,510,000.00
05/01/49	940,000.00	5.500%	179,025.00	1,119,025.00	5,570,000.00

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2024 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/49			153,175.00	153,175.00	5,570,000.00
05/01/50	995,000.00	5.500%	153,175.00	1,148,175.00	4,575,000.00
11/01/50			125,812.50	125,812.50	4,575,000.00
05/01/51	1,050,000.00	5.500%	125,812.50	1,175,812.50	3,525,000.00
11/01/51			96,937.50	96,937.50	3,525,000.00
05/01/52	1,110,000.00	5.500%	96,937.50	1,206,937.50	2,415,000.00
11/01/52			66,412.50	66,412.50	2,415,000.00
05/01/53	1,175,000.00	5.500%	66,412.50	1,241,412.50	1,240,000.00
11/01/53			34,100.00	34,100.00	1,240,000.00
05/01/54	1,240,000.00	5.500%	34,100.00	1,274,100.00	-
11/01/54			-	-	-
<b>Total</b>	<b>18,720,000.00</b>		<b>18,731,495.00</b>	<b>37,451,495.00</b>	

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

<b>Off-Roll Assessments</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2026 O&amp;M Assessment per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025</b>
					<b>Total Assessment per Unit</b>
Townhome	126	\$ 618.32	\$ 1,589.29	\$ 2,207.61	\$ 1,589.29
Villa	106	618.32	1,589.29	2,207.61	1,589.29
SF 40'	140	618.32	2,119.05	2,737.38	2,119.05
SF 50'	172	618.32	2,648.82	3,267.14	2,648.82
SF 60'	49	618.32	3,178.58	3,796.90	3,178.58
<b>Total</b>	<b>593</b>				

<b>Landonwer Contribution (GF)</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2026 O&amp;M Contribution per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025</b>
					<b>Total Assessment per Unit</b>
SF 40'	72	\$ 135.19	\$ -	\$ 135.19	n/a
SF 50'	150	135.19	-	135.19	n/a
SF 60'	70	135.19	-	135.19	n/a
<b>Total</b>	<b>292</b>				

# **MALABAR SPRINGS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**11**

**RESOLUTION 2025-04**

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

**WHEREAS**, the Malabar Springs Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

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

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

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

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

**PASSED AND ADOPTED** this 20th day of May, 2025.

ATTEST:

**MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors



**EXHIBIT "A"**

<b>MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>B.S.E. Consultants, Inc., 312 South Harbor City Boulevard, Suite 4, Melbourne, Florida 32901</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 21, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>November 18, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>December 16, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>January 20, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>February 17, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>March 17, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>April 21, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>May 19, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>June 16, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>July 21, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>August 18, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>September 15, 2026</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**12**

**RESOLUTION 2025-05**

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

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

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

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

- 1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 20th day of May, 2025.

ATTEST:

**MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Statewide Mutual Aid Agreement



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

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

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

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

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

### **ARTICLE I: DEFINITIONS**

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

## ARTICLE III: INVOCATION OF THE AGREEMENT

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

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

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

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

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





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

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

## ARTICLE VI: RENDITION OF ASSISTANCE

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

## ARTICLE VII: REIMBURSEMENT

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

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

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

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

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

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

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

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

## ARTICLE IX: INSURANCE

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## ARTICLE X: GENERAL REQUIREMENTS

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

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

## ARTICLE XI: EFFECTS OF AGREEMENT

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

regardless of whether such costs are billed or unbilled.

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

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

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

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



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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

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





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk or Deputy Clerk

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERISTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

By: \_\_\_\_\_

Council Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

## MALABAR SPRINGS

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: **05/20/2025**

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

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

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

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

NOW, THEREFORE, be it resolved by \_\_\_\_\_

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

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

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

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

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

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS A**

**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**[MALABAR SPRINGS PROJECT – CONSTRUCTION SITE WORK]**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, CRE-KL Malabar Owner LLC (“Assignor”) does hereby transfer, assign and convey unto Malabar Springs Community Development District (“District” or “Assignee”), all of the rights, interests, benefits and privileges of Assignor under that certain *Contractor Agreement*, dated March 24, 2023 (“Agreement”), by and between Assignor and MJC Land Development LLC (“Contractor”), providing for certain construction services related to the project known and identified as “Malabar Springs Project” (“Project”).

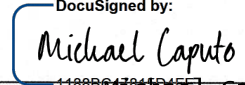
Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Agreement and all of Assignor’s rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in **Exhibit “A”** hereto are incorporated in and made a part of the Agreement. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement, as amended and assigned, and **Exhibit “A,”** the terms and conditions of **Exhibit “A”** shall prevail. Developer represents that the contract was publicly and competitively bid, and that the pricing is fair and reasonable, and consistent with market conditions. Further, Developer agrees to indemnify and defend the District in connection with any claims arising from the procurement process and assignment of the construction contract.

Executed in multiple counterparts to be effective the 1st day of December, 2023.

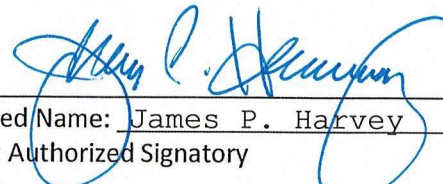
**MJC LAND DEVELOPMENT LLC**

By:   
Printed Name: Jeffrey Choquet  
Title: VP

**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:  
  
By: Michael Caputo  
Printed Name: Michael Caputo  
Title: Chairperson

**CRE-KL MALABAR OWNER LLC**

By:   
Printed Name: James P. Harvey  
Title: Authorized Signatory

# EXHIBIT A

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
[MALABAR SPRINGS PROJECT – CONSTRUCTION SITE WORK]**

1. **ASSIGNMENT.** This Addendum applies to that certain *Contractor Agreement*, dated March 24, 2023 (“**Contract**”) between the Malabar Springs Community Development District (“**District**”) and MJC Land Development LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Brevard County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for the amount equal to the contract balance and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

5. **INDEMNIFICATION.** Contractor’s indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not



otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Five Million Dollars (\$5,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**6. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**7. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise 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 for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, 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 PUBLIC RECORDS CUSTODIAN AT**

**C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC,  
2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431  
PHONE (561) 571-0010, AND E-MAIL  
WRATHELLC@WHHASSOCIATES.COM.**

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

9. **NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District: Malabar Springs Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

With a copy to: Kutak Rock LLP  
101 W. College Ave  
Tallahassee, Florida 32301  
Attn: District Counsel

10. **SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

11. **PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

12. **TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**13. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.


**14. CONFIDENTIALITY.** Given the District's status as a public entity, Section 20 of the Agreement does not apply to the Contract as it relates to the District and on a going forward basis.

**15. THIRD PARTY BENEFICIARY/ENFORCEMENT RIGHTS.** The Parties agree that CRE-KL Malabar Owner LLC shall retain the right to enforce the Contract for any claims relating to the payment of subcontractors and materialmen which were due and owing prior to the assignment of the Contract.

**16. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**(Signatures on Next Page)**

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

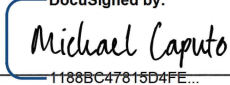
  
\_\_\_\_\_  
Witness  
Dale Kump  
\_\_\_\_\_  
Print Name of Witness

**MJC LAND DEVELOPMENT LLC**

  
\_\_\_\_\_  
By:  
\_\_\_\_\_  
Its:

**MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Print Name of Witness

DocuSigned by:  
  
\_\_\_\_\_  
By:  
Its: Chairperson

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement

EXHIBIT A

SCRUTINIZED COMPANIES STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Malabar Springs Community Development District

by Jeffrey Choquette VP  
(print individual's name and title)

for MJC Land Development, LLC  
(print name of entity submitting sworn statement)

whose business address is

1127 Royal Palm Beach Blvd #340 RPB, FL 33411

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, provides that a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "Prohibited Criteria"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.

Signature by authorized representative of Contractor

STATE OF FLORIDA )  
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 28 day of November, 2023, by Jeffrey Choquette as VP of MJC Land Development LLC, S/He He is personally known to me or  produced \_\_\_\_\_ as identification.

(Official Notary Seal)



Brittany Stanford  
Name: Brittany Stanford

**EXHIBIT B**

**PUBLIC ENTITY CRIMES STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Malabar Springs Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of VP for MJC Land Development LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is 1127 Royal Palm Beach Blvd #340  
Royal Palm Beach, FL 33411

4. Contractor's Federal Employer Identification Number (FEIN) is 20-1524169

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.



Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

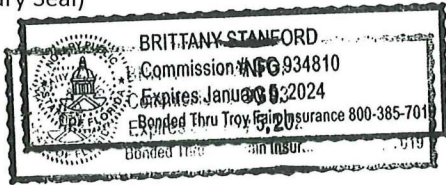
Dated this 28 day of November, 2023.

By: Jeffrey Choquette  
Title: VP

STATE OF FLORIDA  
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 28 day of November, 2023, by Jeffrey Choquette S/He [He] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(Official Notary Seal)



Name: Brittany Stanford

EXHIBIT C

MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be: \$1,000 One thousand Dollars
3. The amount listed above has been included within the Contract Price.

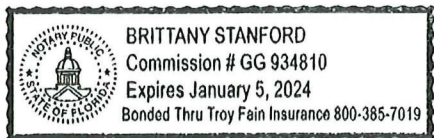
Dated this 28 day of November, 2023.

Contractor: \_\_\_\_\_  
By: [Signature]  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 28 day of November, 2023, by Jeffrey Choquet S/He [He] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

(Official Notary Seal)



[Signature]  
Name: Brittany Stanford

**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
Trenching	1	\$ 1,000.00	\$ 1,000.00
<b>Project Total</b>			<b>\$ 1,000.00</b>

Dated this 28 day of August, 2023.

Contractor: MJC Land Development, LLC  
 By: [Signature]  
 Title: VP

STATE OF FLORIDA )  
 COUNTY OF Alachua )

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 28 day of November, 2023, by Jeffrey Choquet S/He [He] is personally known to me or [ ] produced \_\_\_\_\_ as identification.



Name: Brittany Stanford

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
[MALABAR SPRINGS PROJECT – CONSTRUCTION SITE WORK]**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MJC Land Development LLC ("**Contractor**"), hereby agrees as follows:

- (i) The *Contractor Agreement* ("**Contractor Agreement**") between CRE-KL Malabar Owner LLC and Contractor dated March 24, 2023, has been assigned to the Malabar Springs Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that Contractor has furnished and recorded a performance and payment bond for the outstanding balance of the Contractor Agreement in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement, if any, are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2023
---------------------------------

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).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409	<b>CONTACT NAME:</b> Avonelle McClean CPIA BBA ARM <b>PHONE (A/C, No, Ext):</b> (561) 686-2266 <b>E-MAIL ADDRESS:</b> Avonelle.McCclean@bbrown.com	<b>FAX (A/C, No):</b> (561) 686-2313	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Liberty Mutual Fire Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 23035
<b>INSURED</b> MJC Land Development, LLC 1127 Royal Palm Beach Blvd#340 Royal Palm Beach FL 33411			

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2310287517                      **REVISION NUMBER:**

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2-Z51-292293-033	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Malabar Springs Project.  
 30 day notice of cancellation except for 10 days for non-payment of premium.

### CERTIFICATE HOLDER

### CANCELLATION

The Malabar Springs CDD (See Attached) 2300 Glades Road, Suite 410W Boca Raton FL 33431	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 
--	--

AGENCY CUSTOMER ID: 00255113

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED MJC Land Development, LLC	
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: Notes

Full Certificate Holder Name: The Malabar Springs CDD, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2023

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Avonelle McClean CPIA BBA ARM	
Brown & Brown of Florida, Inc.		<b>PHONE (A/C, No, Ext):</b> (561) 686-2266	<b>FAX (A/C, No):</b> (561) 686-2313
1661 Worthington Rd Ste 175		<b>E-MAIL ADDRESS:</b> Avonelle.McCclean@bbrown.com	
West Palm Beach FL 33409		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The First Liberty Insurance Corporation	<b>NAIC #</b> 33588
<b>INSURED</b>		<b>INSURER B:</b> Liberty Insurance Corporation	
MJC Land Developments		<b>INSURER C:</b> Liberty Mutual Fire Insurance Company	
1127 Royal Palm Beach Blvd 282		<b>INSURER D:</b>	
Royal Palm Beach FL 33411		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL2310287369

REVISION NUMBER:

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"/> COMMERCIAL GENERAL LIABILITY	Y	Y	TB6-Z51-292294-013	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>			AS7-Z51-292294-053	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			TH7-Z51-292294-063	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
		<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			YM2-Z51-292294-023	10/01/2023	10/01/2024	PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Inland Marine						Leased / Rented \$250,000

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

Re: Malabar Springs Project.

Certificate Holder is listed as additional insured with respect to the General Liability policy when required as per written contract. Coverage is considered primary and non-contributory with respect to General Liability policy when required as per written contract. A waiver of subrogation favors the certificate holder with respect to General Liability policy when required as per written contract. 30-day notice of cancellation except for 10 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

The Malabar Springs CDD (See Attached) 2300 Glades Road, Suite 410W Boca Raton FL 33431	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

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AGENCY CUSTOMER ID: 00255124

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED C&C Loader Service, Inc., DBA: MJC Land Developments	
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: Notes

Full Certificate Holder Name: The Malabar Springs CDD, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives.

## ALTER SURETY GROUP, INC.

### Bond Department - Public Works Bond

**In compliance with Florida Statute Chapter 255.05, the provisions and limitations of section 255.05 Florida Statutes, including but not limited to, the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.**

Bond Number: 4170144

Contractor MJC Land Development, LLC

Address & 1128 Royal Palm Beach Blvd, Suite 340 Royal Palm Beach, FL 33411

Phone No.: 888-421-9712

Surety Great American Insurance Company

Address & 301 E. Fourth Street Cincinnati, OH 45202

Phone No.: 513-369-5000

Owner Name: Malabar Springs Community Development District

Address & 2300 Glades Road, Suite 410W, Boca Raton, FL 33431

Phone No.: 561-571-0010

Contracting Public Entity

(if different from the owner)

Address &

Phone No.:

Contract/Project Number:

Project Name: Malabar Springs Project - Construction Site work

Project Location: Brevard, FL 32904

Legal Description

And Street Address: Brevard, FL 32904

Description of Improvement: Construction Site work

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

**This is the *front page* of the bond.**

**All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.**

**PUBLIC CONSTRUCTION PERFORMANCE BOND**  
**Malabar Springs Project**  
**Bond Number 4170144**

CONTRACTOR: MJC Land Development LLC 1128 Royal Palm Beach Blvd. #340 Royal Palm Beach, Florida 33411 Tel.: (561) 688-5004	SURETY: Great American Insurance Company 301 E. Fourth Street Cincinnati, OH 45202 Tel.: (513) 369-5000
---	--

CONTRACTING ENTITY / OWNER: Malabar Springs Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Tel.: (561) 571-0010

ADDITIONAL OBLIGEEES: CRE-KL Malabar Owner LLC  
14025 Riveredge Drive, Suite 175  
Tampa, Florida 33637  
Tel.: (813) 615-1244

CONTRACT  
Date: March 24, 2023  
Amount: \$19,503,319.77  
Description (Name and Location): Malabar Springs Project – Brevard, Florida

BOND ("Bond")  
Bond Number: 4170144  
Date (Not earlier than Contract Date): December 19, 2023  
Amount: \$19,503,319.77

---

**KNOW ALL MEN BY THESE PRESENTS** that **MJC Land Development LLC** ("Principal") and Great American Insurance Company ("Surety"), are held and firmly bound unto **Malabar Springs Community Development District**, its successors and assigns (together, "**Obligee**"), in the penal sum of Nineteen Million Five Hundred Three Thousand Three Hundred Nineteen and 77/100 Dollars (\$19,503,319.77), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written agreement with **CRE-KL Malabar Owner LLC** ("**Additional Obligee**"), dated March 24, 2023, assigned to Obligee on December 1, 2023, which along with any amendments, modifications, additions, changes, or alterations thereto (collectively, "**Contract**") is incorporated herein and made a part of this Bond by reference in its entirety, and which is for the construction of the Malabar Springs Project, as more particularly described in the Contract.

**NOW, THEREFORE**, the conditions of this obligation are as follows:

1. that if the Principal shall fully and completely perform all the undertakings, covenants, terms and conditions contained in the Contract at the times and in the manner prescribed therein, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made;
2. that if the Principal pays Obligee all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Obligee sustains because of a default by Principal under the Contract;

- 3. that if the Principal performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Surety shall promptly remedy the default and complete the Contract according to all of its terms and conditions. If the Surety fails to diligently commence completion of the Contract within thirty (30) days of notice of default, the Obligee, in its sole discretion, may complete the Contract, and have the Surety reimburse the Obligee for all costs and expenses incurred by the Obligee, including but not limited to attorney's fees and costs. If the Surety completes the Contract, the selection of any completing contractor, and the form of any completion contract, shall be subject to the approval of the Obligee, and such approval shall not be unreasonably withheld.

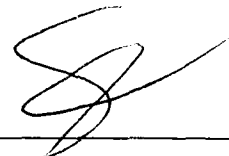
In addition, the Surety shall indemnify and hold harmless the Obligee from any and all losses, liability and damages (including delay damages), claims, judgments, liens, and costs of every description, including but not limited to attorney's fees and costs, which the Obligee may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions and requirements of the Contract, including any and all amendments and modifications thereto, or which the Obligee may incur by making good any such failure of performance on the part of the Principal; provided that the liability of the Surety shall not exceed the liability of the Principal or the penal sum of the Bond.

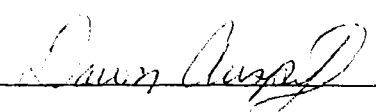
The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, changes in scope, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

For avoidance of doubt, and without intending to limit the foregoing sentence in any way, this Bond applies to the performance of the terms and conditions under the Contract by the Principal with respect to the quality of materials, as such quality is specified by the Contract, which are made by Obligee through direct purchases pursuant to the Contract, the cost of which are deducted pursuant to change order from the Contract.

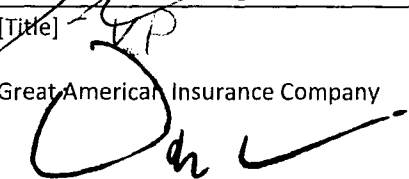
No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Obligee named herein, or their executors, administrators, successors or assigns.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 19th day of December, 2023.

Attest:   
\_\_\_\_\_

Attest: As per attached power of attorney  
  
\_\_\_\_\_

MJC LAND DEVELOPMENT LLC  
  
\_\_\_\_\_

[Title]   
Great American Insurance Company  
\_\_\_\_\_  
Warren M. Alter, Attorney-in-fact

[Attach Power of Attorney]

MULTIPLE OBLIGEE RIDER

TO BE ATTACHED TO and form part of Performance Bond Number 4170144 executed concurrently with this rider ("Bond"), it is agreed that: Great American Insurance Company, 301 E. Fourth Street, Cincinnati, OH 45202 (insert name and address of Surety), as "Surety", and MJC Land Development LLC, as "Principal", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of Malabar Springs Community Development District, as primary "Obligee," in connection with the *Contractor Agreement*, dated March 24, 2023 ("**Construction Agreement**"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Obligee(s): CRE-KL Malabar Owner LLC ("**Additional Obligees**"), subject to the conditions set forth below:

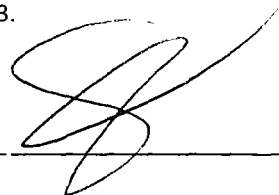
1. The Surety and Principal shall not be liable under the Bond to the primary Obligee, the Additional Obligees, or any of them, unless the primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments and shall perform all other material obligations to be performed under said Construction Agreement at the time and in the manner therein set forth.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Obligees, primary and Additional Obligees, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Obligee; and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Obligee under the Construction Agreement.

3. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligees jointly.

Except as herein modified, the Bond shall be and remain in full force and effect.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 19th day of December 2023.

  
\_\_\_\_\_

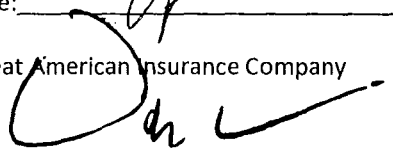
Dawn Auspice

MJC LAND DEVELOPMENT, LLC

  
\_\_\_\_\_

Title: \_\_\_\_\_

Great American Insurance Company

  
\_\_\_\_\_

Title: Warren M. Alter, Attorney-in-Fact

**PUBLIC CONSTRUCTION PAYMENT BOND**  
**(Section 255.05, Fla. Stat.) Bond Number 4170144**

CONTRACTOR: MJC Land Development LLC  
1128 Royal Palm Beach Blvd. #340  
Royal Palm Beach, Florida 33411  
Tel.: (561) 688-5004

SURETY: Great American Insurance Company  
301 E Fourth Street, Cincinnati, OH 45202  
Tel.: (513) 369-5000

CONTRACTING ENTITY / OWNER: Malabar Springs Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Tel.: (561) 571-0010

ADDITIONAL OBLIGEES: CRE-KL Malabar Owner LLC  
14025 Riveredge Drive, Suite 175  
Tampa, Florida 33637  
Tel.: (813) 615-1244

CONTRACT  
Date: March 24, 2023  
Amount: \$19,503,319.77  
Description (Name and Location): Malabar Springs Project – Brevard, Florida

BOND ("Bond")  
Bond Number: 4170144  
Date (Not earlier than Contract Date): December 19, 2023  
Amount: \$19,503,319.77

---

**KNOW ALL MEN BY THESE PRESENTS** that MJC Land Development LLC ("Principal") and Great American Insurance Company ("Surety"), are held and firmly bound unto **Malabar Springs Community Development District**, its successors and assigns (together, "Obligee"), in the penal sum of Nineteen Million Five Hundred Three Thousand Three Hundred Nineteen and 77/100 Dollars (\$19,503,319.77), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written agreement with **CRE-KL Malabar Owner LLC** ("Additional Obligee"), dated March 24, 2023, assigned to Obligee on December 1, 2023, which along with any amendments, modifications, additions, changes, or alterations thereto (collectively, "Contract") is incorporated herein and made a part of this Bond by reference in its entirety, and which is for the construction of the Malabar Springs Project, as more particularly described in the Contract.

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, changes in scope, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

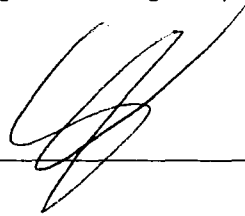
Subject to the requirements of Section 255.05, Florida Statutes, and except as provided therein, no action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the claimant prosecuting said action.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

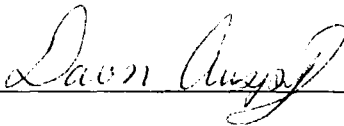
*The provisions and limitation of section 255.05 Florida Statutes, including but not limited to the notice and time limitations in sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.*

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this 19th day of December, 2023.

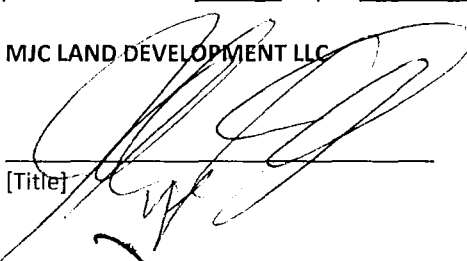
Attest:

  
\_\_\_\_\_

Attest:As per attached power of attorney

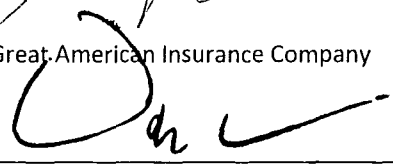
  
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**MJC LAND DEVELOPMENT LLC**

  
\_\_\_\_\_

[Title]

Great American Insurance Company

  
\_\_\_\_\_

Warren M. Alter, Attorney-in-fact

**[Attach Power of Attorney]**

**MULTIPLE OBLIGEE RIDER**

**TO BE ATTACHED TO** and form part of Payment Bond Number 4170144 executed concurrently with this rider ("**Bond**"), it is agreed that:

Great American Insurance Company, 301 E. Fourth Street, Cincinnati, OH 45202 (insert name and address of Surety), as "**Surety**", and MJC Land Development LLC, as "**Principal**", for valuable consideration, hereby agree that the Bond issued and executed by Surety and Principal in favor of Malabar Springs Community Development District, as primary "**Obligee**," in connection with the *Contractor Agreement* dated March 24, 2023 ("**Construction Agreement**"), which Bond and Construction Agreement are made a part hereof by reference, shall now include as additional Obligees: CRE-KL Malabar Owner LLC ("**Additional Obligees**"), subject to the conditions set forth below:

1. The Surety and Principal shall not be liable under the Bond to the primary Obligee, the Additional Obligees, or any of them, unless the primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Construction Agreement, to the Surety) in accordance with the terms of said Construction Agreement as to payments.

2. The aggregate liability of the Surety and Principal under the Bond to any or all of the Obligees, primary and Additional Obligees, as their interests may appear, is limited to the penal sum of the Bond; the Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the primary Obligee; and the total liability of the Surety hereunder shall in no event exceed the amount recoverable from the Principal by the primary Obligee under the Construction Agreement.

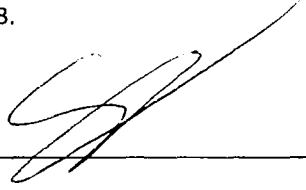
3. At the Surety's election, any payment due under the Bond may be made by its check issued to the Obligees jointly.

Except as herein modified, the Bond shall be and remain in full force and effect.

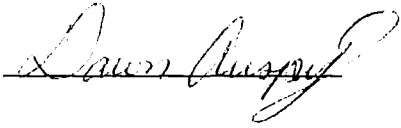
[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 19th day of December, 2023.



A handwritten signature in black ink, appearing to be 'J.P.', written over a horizontal line.



A handwritten signature in black ink, appearing to be 'Dawn August', written over a horizontal line.

MJC LAND DEVELOPMENT LLC



A large, stylized handwritten signature in black ink, written over a horizontal line.

Title:

Great American Insurance Company



A handwritten signature in black ink, appearing to be 'Warren M. Alter', written over a horizontal line.

Title: Warren M. Alter, Attorney-in-fact

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 19958

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WARREN M. ALTER	BOTH OF	
DAVID T. SATINE	MIAMI LAKES, FLORIDA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of APRIL 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 9TH day of APRIL, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of December, 2023



*Stephen C. Beraha*

Assistant Secretary



## Surety Bond Seal Addendum

### Great American Insurance Company

During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By

A handwritten signature in black ink, appearing to read "Stephen C. Beraha", written over a horizontal line.

**Stephen C. Beraha, Assistant Vice President**

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BI**

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier: Mark Bilbrey  
NAME: CEC Controls  
ADDRESS: 5306 4<sup>th</sup> Ave. Circle E., Bradenton, FL 34208  
TELEPHONE NUMBER: (941) 803-9464
2. Manufacturer or brand, model or specification number of the item.  
**See attached**
3. Quantity needed as estimated by CONTRACTOR. **See attached**
4. The price quoted by the supplier for the construction materials identified above.  
**\$ See attached**
5. The sales tax associated with the price quote. **\$ 0**
6. Shipping and handling insurance cost. **\$ See attached**
7. Delivery dates as established by Contractor. **See attached**

OWNER: **Malabar Springs Community Development District**

DocuSigned by:  
  
4D864DE724714BE...  
Authorized Signature (Title)

1/10/2024

Date

CONTRACTOR: **MJC Land Development LLC**

  
Jeff Choquette - VP  
Authorized Signature (Title)

Date 1/10/2024

**Attachment: Purchase Order and Schedule of Items**

**PURCHASE ORDER**  
**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Malabar Springs Community Development District	Seller:	CEC Controls
Address:	c/o 2300 Glades Road, Suite 410 Boca Raton, Florida 33431	Address:	5306 4 <sup>th</sup> Ave. Circle E Bradenton, FL 34208
Phone:	(561) 571-0010	Phone:	(941) 803-9464

"Project"			
Project Name:	Malabar Springs Project	Contract Date:	March 24, 2023, as assigned <u>Dec. 1</u> , 2023
Project Address:	Brevard County, Florida		

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

**Schedule** – The Goods shall be delivered within TBD days from the date of this Order.

**Price** – \$ 34,847.00

**Certificate of Exemption #** 85-8018974913C-5

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

**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

Owner

By:

Name:

Title: Senior Land Manager

Date Executed: 1/10/2024

**CEC Controls**

Seller

By:

Name: Mike Sobecki

Title: Operations Manager

Date Executed: 1/2/2024

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions



5306 4<sup>th</sup> Ave. Circle E.  
Bradenton, Florida 34208  
Telephone: (941) 803-9464  
Fax: (941) 803-9020

Nov 10, 2023

**To:** Malabar Springs Community Development District  
2300 Glades Road, Suite 410  
Boca Raton, FL 33431

**Subject:** City of Palm Bay FL  
Malabar Springs Lift Station RTU  
Wood/CEC Controls Proposal #2023-0505

Thank you for the opportunity to provide this Proposal for the above referenced Project. Our scope of work for Materials and Labor is based on the standard RTU used by the City. This proposal includes the RTU and programming efforts for one (1) lift station.

**Proposal Includes:**

- Cut Sheet Submittals for all Wood/CEC Controls provided hardware.
- System Design for all Project Deliverables.
- AutoCAD generated Control Shop Drawings.
- RTU PLC programming.
- iFix SCADA Programming to integrate the new RTU's into the City SCADA system.
- Control Panel Factory QC Testing.
- Start-up and Commissioning for all Wood/CEC supplied equipment.
- System Debug & Field Testing of CEC supplied Equipment.
- Final As-Built Drawing Submittal for Plant Record Drawings.
- Electronic Back-ups of all Application Programs & AutoCAD Drawing Files as required.

**RTU Panel**

- RTU Assembly. The new RTU will have these main components, 24x24 SS NEMA 4X enclosure, Schneider Modicon M251 controller, SCADA radio and 24VDC power supply with battery backup with shutdown timer.



5306 4<sup>th</sup> Ave. Circle E.  
 Bradenton, Florida 34208  
 Telephone: (941) 803-9464  
 Fax: (941) 803-9020

### Project & Instrumentation Notes:

- RTU & SCADA programming **is included.**
- RTU Startup & commissioning **is included.**
- This proposal assumes that the Pump Control Panel meets the city standard RTU interface I/O wired to terminals in the pump panel.
- RTU rack (Unit-Strut, etc.) **by others.** The wiring between the RTU and the Lift Station Pump Panel will be installed with a generous spare loop for future re-termination.
- Power for the RTU will be derived from the pump control panel **by others.**
- All electrical and mechanical **installation by others.**
- All conduit, wire, and/or and cabling **by others.**
- All wire terminations **by others.**
- All required underground locate services and information is **by others.**
- Antenna tower location coordination is **by others.**
- Any antennas or antenna masts are **by others.**
- Site radio path study **is included.**
- Any permitting or licensing is **by others.**
- All field devices and all instrumentation wiring (power or signal) is **by others.**

### Proposal Pricing for RTU:

Wood/CEC Controls proposal pricing for materials and labor specified above: **\$ 34,847.00**

Please see Exhibit "A" for Wood/CEC Controls "General Terms & Conditions for Products and Services" and proposal clarifications on following pages.

If you have any questions or need further clarification regarding this proposal, please feel free to call me at your earliest convenience. We remain committed in providing our Clients with quality, System Integration Services. We look forward to working with you as part of the team for this project.

Best Regards,

Wood/CEC Controls Co.  
 5306 4<sup>th</sup> Ave. Circle E.  
 Bradenton, Florida 34208  
 Cell (615) 207-2409







5306 4<sup>th</sup> Ave. Circle E.  
 Bradenton, Florida 34208  
 Telephone: (941) 803-9464  
 Fax: (941) 803-9020

[mark.bilbrey@woodplc.com](mailto:mark.bilbrey@woodplc.com)

### Proposal Clarifications:

1. The Manufacturer's Warranty applies on all material supplied by Wood/CEC Controls, or one year from the date of Substantial completion, but in no case will the warranty period start later than six months from the date of delivery of the last of the equipment deliveries. This System Warranty covers all provided Materials supplied by Wood/CEC Controls, but is exclusive of any labor required to replace any defective Components during the specified Warranty period.
2. Sales Tax has been included in the base bid pricing.
3. Duties, broker fees, permits, certifications, licensing or use taxes are not included in our above base bid pricing. Any permits required for any materials are not included.
4. Performance, Payment and Service Bond Premiums have not been included in our Base Bid Pricing. If the project requires such Bonding, then the cost or Premiums for such Bonding will be added to the above base bid pricing. A bond (if required) will be invoiced once procured and invoiced to the general contractor.
5. Unless otherwise specifically stated within this proposal, we are only providing the Material & Services detailed in the specification sections listed above.
6. All associated Costs for shipping to the Owners site are included in the base price of this proposal. The shipping costs included are for standard ground rates.
7. During testing, any conditions or failure beyond Wood/CEC Controls responsibility requiring a re-start of the testing will require additional funding.
8. Delays beyond scheduled completion date, due to conditions or failure outside of Wood/CEC Controls scope may require additional funding.
9. Installation of all equipment, control panels and/or instruments for this project is the responsibility of others. All panel wiring is included and the responsibility of Wood/CEC Controls. All field wiring is by others. No power will be applied to any equipment provided by Wood/CEC Controls until inspection is provided by Wood/CEC Controls personnel.
10. All material included in proposal does NOT include conformal coating or any corrosion protectant beyond manufacture's standard products.
11. No other panels, other than what is listed in our deliverables above, including LCP's (Local Control Panels), MCC's, pull-boxes, disconnects (110VAC or 480VAC), lighting panels, cable, wire, valves, valve boxes or any other junction boxes are provided. All these devices and boxes are by others.
12. Motor/pump thermostats, leak detectors and/or leak detection panels are not included. Any MCC power or Pump monitoring units are by others.
13. All panels are stand-alone or wall-mount type cabinets. Installation and mounting (included brackets and/or uni-strut) is by others.





5306 4<sup>th</sup> Ave. Circle E.  
Bradenton, Florida 34208  
Telephone: (941) 803-9464  
Fax: (941) 803-9020

## **TERMS & CONDITIONS**

### **PAYMENT**

- Payment in full shall be made within thirty (30) days from the date of approved invoices.
- We will invoice for all work completed in the prior month, or per approved Billing Plan.

### **FIRM OFFER**

- Unless otherwise specified, all quoted prices are firm for ninety (90) days from the date of this proposal.
- The contractor may be charged additional cost if during the time to approve submittals the price of panel material increases from the manufacturer during the submittal period. Every attempt will be made to have the price locked in during the submittal approval process.

### **EXTRA WORK AND CHANGES IN SCOPE**

- All changes to the basis of the proposal which affect quantities, types or configuration of hardware/software or which affect the engineering and design responsibilities or other labor requirements are to be submitted in writing for prior pricing and are to be approved in writing before such changes are incorporated.

### **WARRANTY**

- All materials provided are warranted for one (1) year from the date of substantial completion.



5306 4<sup>th</sup> Ave. Circle E.  
 Bradenton, Florida 34208  
 Telephone: (941) 803-9464  
 Fax: (941) 803-9020

**Wood/CEC CONTROLS COMPANY PRODUCTS & SERVICES**  
**EXHIBIT "A" STANDARD TERMS AND CONDITIONS**

- 1. Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. Firm Offer.** Unless otherwise specified in this proposal documentation, all quoted prices are firm for a period of ninety (90) days from the date of this proposal. CEC Controls Company reserves the right to revise our pricing after the 90 Day period to allow for any material cost increases from its suppliers.
- 3. Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders for CEC Controls provided Equipment & Services are subject to credit approval by our Accounting Department.
- 4. Delivery.** Delivery of the specified Equipment shall be in material compliance with the schedule set forth in Seller's Proposal Documentation. Unless Seller's Documentation states otherwise, Delivery terms are F.O.B., Seller's manufacturing facility in Warren, Michigan. The risk of loss shall pass to the Buyer upon delivery or transfer of the equipment to the carrier.
- 5. Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
- 6. Changes.** Seller shall not implement any changes in the scope of work described in Seller's Proposal Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
- 7. Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Proposal Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the defective part or equipment. Provided however, all transportation charges for the return of and the cost of labor for removal of the defective Equipment or, the re-installation of the repaired or replacement Equipment shall be paid by the Buyer. Replaced Equipment shall become the property of the Seller. In the case of a material defect in paid services, provided under contract, Seller's sole obligation shall be to re-perform the services to meet the requirements. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating within specifications and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs, alterations or, additions and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action, corrosion, dust or dirt, wear and tear under normal operating conditions, burnout, exposure to environmental, operational, electrical, surges or, lightning conditions exceeding specifications, accident or catastrophe, misuse, abuse, improper handling or storage or, improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 11 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 8. Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller in writing of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 9. Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
- 10. Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
- 11. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
- 12. Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. .
- 13. Discrimination.** CEC Controls does not and will not maintain or provide for their employees any facilities that are segregated or based on race, color, creed, or national origin

**EXHIBIT B  
TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, CRE-KL Malabar Owner LLC, and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

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

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Malabar Springs Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8018974913C-5, affirms that the tangible personal property purchased pursuant to a Purchase Order from [Vendor] will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Contractor Agreement*, dated March 24, 2023 with MJC Land Development LLC (Contractor) for the construction of public infrastructure associated with the Malabar Springs Project.

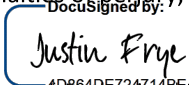
Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

**You must initial each of the following requirements.**

- 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 2. The vendor's invoice will be issued directly to Governmental Entity.
- 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

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

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

DocuSigned by:  
  
 Justin Frye Senior Land Manager  
 Signature of Authorized Representative Title

Purchaser's Name (Print or Type) \_\_\_\_\_ Date \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BII**

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.  
NAME: Pat Zaccaro  
ADDRESS: 7374 Commercial Circle, Fort Pierce, FL 34951  
TELEPHONE NUMBER: (772) 519-1678
2. Manufacturer or brand, model or specification number of the item.

**See attached**

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3. Quantity needed as estimated by CONTRACTOR: **See attached proposal # 2986169**
4. The price quoted by the supplier for the construction materials identified above.  
**\$ See attached**
5. The sales tax associated with the price quote. \$128,489.78
6. Shipping and handling insurance cost. **\$ See attached**
7. Delivery dates as established by Contractor. **See attached**

OWNER: **Malabar Springs Community Development District**

DocuSigned by:  
  
4D864DE724714BE...  
\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
2/9/2024  
Date

CONTRACTOR: **MJC Land Development LLC**

  
\_\_\_\_\_  
VP  
Authorized Signature (Title)

\_\_\_\_\_  
2-9-2024  
Date

**Attachment: Purchase Order and Schedule of Items**



**PURCHASE ORDER**  
**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Malabar Springs Community Development District	Seller:	Core & Main LP
Address:	c/o 2300 Glades Road, Suite 410 Boca Raton, Florida 33431	Address:	7374 Commercial Circle Fort Pierce, FL 34951
Phone:	(561) 571-0010	Phone:	

"Project"			
Project Name:	Malabar Springs Project	Contract Date:	March 24, 2023, as assigned December 1, 2023
Project Address:	Brevard County, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A. Schedule** – The Goods shall be delivered within TBD days from the date of this Order.  
**Price** – \$2,273,952.73  
**Certificate of Exemption #** \_\_\_\_\_

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

**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**  
 Owner  
 DocuSigned by:  
 By: Justin Frye  
 Name: Justin Frye  
 Title: Senior Land Manager  
 Date Executed: 2/9/2024

**CORE & MAIN LP**  
 Seller  
 By: [Signature]  
 Name: \_\_\_\_\_  
 Title: Branch Manager  
 Date Executed: 2-9-24

**EXHIBIT A:** Proposal  
**EXHIBIT B:** Terms and Conditions

**EXHIBIT A**

**Vendor's Proposal**



# Bid Proposal for MALABAR SPRINGS COMMUNITY DEVELOPMENT

<b>CUSTOMER</b>	<p><b>MALABAR SPRINGS COMMUNITY DEVE</b>          2300 GLADES RD STE 410W          BOCA RATON, FL 33431</p>	<p><b>Job</b>          MALABAR SPRINGS PH-1 MJC R-2          PALM BAY, FL          Brevard County          Engineer: BSE CONSULTANTS          Bid Date: 05/26/2023          Bid #: 2986169</p>
	<p><b>Sales Representative</b>          Don Webster          (M) 561-578-9516          (T) 561-848-4396          Don.Webster@coreandmain.com</p>	<p><b>Core &amp; Main</b>          590 Ferguson Dr          Orlando, FL 32805          (T) 4072911545</p>
<b>CONTACT</b>		
<b>NOTES</b>		

## Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

**MALABAR SPRINGS COMMUNITY DEVE**

Job Location: PALM BAY, FL

Engineer: BSE CONSULTANTS

Bid Date: 05/26/2023

Core &amp; Main 2986169

**Core & Main**

590 Ferguson Dr

Orlando, FL 32805

Phone: 4072911545

Fax: 4072912006

Seq#	Qty	Description	Units	Price	Ext Price
20		<b>SEDIMENT CONTROL</b>			
30		<b>UNIT PRICING</b>			
40	1	36"X100' DOT SILT FENCE W/POST (ROLL)	RL	36.00	36.00
50	1	5' X 50' ROLL FLOAT TURBIDITY BARRIER	RL	350.00	350.00
60	1	15'X 360'X05 4000 FILTER FAB	EA	450.00	450.00
				<b>SUBTOTAL</b>	<b>836.00</b>
80		<b>DRAINAGE</b>			
90		<b>ALT DRAINAGE</b>			
100	1020	48 N12 F2648 WTIB SOLID 20' DUAL WALL 48650020DW	FT	98.65	100,623.00
110	4960	48 N12 F2648 WTIB SOLID 20' DUAL WALL 42650020DW	FT	77.35	383,656.00
120	3280	36 N12 F2648 WTIB SOLID 20' DUAL WALL 36650020DW	FT	60.00	196,800.00
130	4220	30 N12 F2648 WTIB SOLID 20' DUAL WALL 30650020DW	FT	50.75	214,165.00
140	1540	24 N12 F2648 WTIB SOLID 20' DUAL WALL 24650020DW	FT	35.35	54,439.00
150	6	TERRATEX ND6 3'X360' (3M143) FILTER FABRIC	RL	130.00	780.00
				<b>SUBTOTAL</b>	<b>950,463.00</b>
				<b>SUBTOTAL</b>	<b>950,463.00</b>
160		<b>SEWER PHASE I</b>			
170	3320	8 PVC SDR26 HW SWR PIPE (G) 14'	FT	13.95	53,389.00
180	6840	8 PVC SDR35 SWR PIPE (G) 14'	FT	10.50	71,820.00
190	11	3X1000' DET TAPE SEWER GREEN	EA	35.00	385.00
200	44	RAINGUARD W/STRAP & VENT FLAT BOTTOM HBC 23.5 DIA	EA	37.00	1,628.00
210	12	LUBE 1 QT F/WATER/SWR PIPE	EA	N/C	N/C
				<b>SUBTOTAL</b>	<b>127,122.00</b>
220		<b>SINGLE SERVICES</b>			
230	45	8X6 PVC SDR35 SWR WYE 6X6	EA	75.20	3,384.00
240	45	6 PVC SDR35 SWR 45 GXSP	EA	22.40	1,008.00
250	1624	6 PVC SDR35 SWR PIPE (G) 14'	FT	5.85	9,500.40
260	45	6 PVC SDR35 SWR 45 GXC	EA	25.50	1,147.50
270	45	6X4 PVC SDR35 SWR WYE 6X6	EA	43.75	1,968.75
280	45	6 PVC SDR35 SWR SPIGOT PLUG	EA	8.75	393.75
290	45	4 PVC SDR35 SWR SPIGOT PLUG	EA	5.75	258.75
300	45	3M 1404 EMS BALL MARKER-SEWER	EA	15.00	675.00
				<b>SUBTOTAL (Avg. Based On 45EA)</b>	<b>18,313.65</b>
			<b>Average price per</b>	<b>EA</b>	<b>400.87</b>
310		<b>DOUBLE SEWER SERVICES</b>			
320	136	8X6 PVC SDR35 SWR WYE 6X6	EA	75.20	10,227.20
330	136	6 PVC SDR35 SWR 45 GXSP	EA	22.40	3,046.40
340	4928	6 PVC SDR35 SWR PIPE (G) 14'	FT	5.05	24,826.40
350	136	6 PVC SDR35 SWR 45 GXC	EA	25.50	3,468.00
360	136	6X4 SDR35 SWR DBL WYE 6X6	EA	60.25	8,194.00
370	136	6 PVC SDR35 SWR SPIGOT PLUG	EA	8.75	1,190.00
380	272	4 PVC SDR35 SWR SPIGOT PLUG	EA	5.75	1,564.00
390	136	3M 1404 EMS BALL MARKER-SEWER	EA	15.00	2,040.00



## Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price	
<b>SUBTOTAL (Avg. Based On 136EA)</b>					<b>58,558.40</b>	
<i>Average price per</i>					<i>EA</i>	<i>430.59</i>
400		<b>DROP MANHOLE CONNECTION</b>				
410	1	8x8 PVC SDR35 SWP TEE 6X6	EA	08.00	08.00	
420	14	8 PVC SDR35 SWP PIPE (G) 14'	FT	10.50	147.00	
430	1	8 PVC SDR35 SWP 90 CXC	EA	82.00	82.00	
<b>SUBTOTAL</b>					<b>327.00</b>	
<i>Average price per</i>					<i>EA</i>	<i>327.00</i>
440		<b>UNIT PRICING</b>				
450	1	CRETEX 48 DIA MANHOLE WRAP	EA	195.00	195.00	
460	1	12" WRAPID SEAL CLOSURE SEAL	EA	12.00	12.00	
470	1	WRAPID SEAL PRIMER 1 GAL DURING INSTALLATION YOU MUST USE CLOSURE PATCHES AND PRIMER, IF YOU DO NOT THE	EA	145.00	145.00	
<b>SUBTOTAL</b>					<b>552.00</b>	
<i>Average price per</i>					<i>EA</i>	<i>552.00</i>
<b>TOTAL SEWER</b>					<b>204,873.05</b>	
490		<b>FORCEMAIN</b>				
500	1240	8 PVC C900 DR18 PIPE (G) 20' GRN PC235	FT	22.00	27,280.00	
510	30	8 STAR 1108C PVC RESTRAINER C900/DI PIPE TO PIPE PRO1108 IMP	EA	106.00	3,180.00	
520	2220	6 PVC C900 DR18 PIPE (G) 20' GRN PC235	FT	13.00	28,860.00	
530	38	6 STAR 1106C PVC RESTRAINER C900/DI PIPE TO PIPE PRO1106 IMP	EA	63.00	2,394.00	
540	3	3X1000' DETECTOR TAPE GREEN FM	EA	35.00	105.00	
<b>SUBTOTAL</b>					<b>61,819.00</b>	
550		<b>CONNECT TO OFF-SITE FM</b>				
560	1	2 MI 1/2 SLV CL33 P401 IMP	EA	589.00	589.00	
570	2	8 PVC 4008 STARGRIP RESTR (I) GLAND ONLY	EA	63.00	126.00	
580	2	8 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	24.00	48.00	
590	1	3M 1404 EMS BALL MARKER-SEWER	EA	15.00	15.00	
<b>SUBTOTAL</b>					<b>778.00</b>	
600		<b>8" PLUG VALVE</b>				
610	1	8 MI 118 PLUG VLV W/GEAR & NUT 0800, FIG 118, M, G, RS17, ABG6H8	EA	1,670.00	1,670.00	
620	1	461-S VALVE BOX COMP M/SEWER IMP	EA	150.00	150.00	
630	1	3 BRONZE VALVE MARKER	EA	20.00	20.00	
640	2	8 PVC 4008 STARGRIP RESTR (I) GLAND ONLY	EA	63.00	126.00	
650	2	8 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	24.00	48.00	
<b>SUBTOTAL</b>					<b>2,014.00</b>	
660		<b>6" PLUG VALVES</b>				
670	1	6 MI 118 PLUG VLV W/GEAR & NUT 0600, FIG 118, M, G, RS26, ABG6H8	EA	1,075.00	1,075.00	
680	4	461-S VALVE BOX COMP M/SEWER IMP	EA	150.00	600.00	
690	4	3 BRONZE VALVE MARKER	EA	20.00	80.00	
700	3	6 PVC 4006 STARGRIP RESTR (I) GLAND ONLY	EA	42.00	126.00	
710	9	6 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	22.00	198.00	
<b>SUBTOTAL (Avg. Based On 4EA)</b>					<b>5,492.00</b>	
<i>Average price per</i>					<i>EA</i>	<i>1,373.00</i>
720		<b>2" ARV ASSEMBLY</b>				
730	2	FC200-680-IP7 6V3 (P 5AD EPOXY/SS BAND GD 6 6L 6.3)	EA	114.00	228.00	
740	6	2XGL 304SS NUT/LE	EA	5.00	30.00	
750	4	2" GALV DIELECTRIC UNION	EA	75.00	300.00	

Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price	
760	2	2" SS FULL PORT BALL VLV 5-FBV	EA	285.00	570.00	
770	2	2X3 316SS NIPPLE	EA	10.00	20.00	
780	4	2 316SS 90 BEND	EA	20.00	80.00	
790	4	C54-77-G-NL 2 CPLG MIXEDGTS NO LEAD	EA	87.00	348.00	
800	8	M55 2 SS INSERT F/CTS PE	EA	3.00	24.00	
810	100	2X100 GREEN PE TUBING (TS)	FT	2.00	200.00	
820	2	B44-77WGNL 2 BALL CURB GJ(CTS) (NO LEAD)	EA	389.00	778.00	
830	2	2" VENT-Q-MAT RGX SEWAGE AIR/ VAC VALVE W/1" FLUSH PORT	EA	3,985.00	7,970.00	
840	2	WATER PLUS H30 GREEN ARV VAULT MARKED BSU 992-0711	EA	625.00	1,250.00	
				<b>SUBTOTAL</b>	<b>11,798.00</b>	
				Average price per	EA	5,899.00
<b>FORCEMAIN FITTINGS</b>						
850	4	8 MI 22-1/2 C153 P401 IMP	EA	543.00	2,172.00	
870	1	8X6 MI WYE C153 P401 IMP	EA	749.00	749.00	
880	1	3X6 MI RED C153 P401 IMP	EA	459.00	459.00	
890	5	8 MI 45 C153 P401 IMP	EA	377.00	1,885.00	
900	11	8 PVC 4008 STARGRIP RESTR (I) GLAND ONLY	EA	63.00	693.00	
910	11	8 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	24.00	264.00	
920	12	6 PVC 4006 STARGRIP RESTR (I) GLAND ONLY	EA	42.00	504.00	
930	12	6 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	22.00	264.00	
940	11	3M 1404 EMS BALL MARKER-SEWER	EA	15.00	165.00	
				<b>SUBTOTAL</b>	<b>7,155.00</b>	
<b>6" FORCEMAIN DEFLECTION</b>						
950	80	6 TI C151 DI PIPE P401	FT	47.35	3,788.00	
970	1	3"-6" POLY WRAP	EA	400.00	400.00	
980	16	8 MI 45 C153 P401 IMP	EA	377.00	6,032.00	
990	14	6 PVC 4006 STARGRIP RESTR (I) GLAND ONLY	EA	42.00	1,008.00	
1000	8	6 3006 DI STARGRIP RESTRAINT GLAND ONLY IMPORT 5G0P06	EA	36.00	288.00	
1010	32	6 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	22.00	704.00	
1020	15	3M 1404 EMS BALL MARKER-SEWER	EA	15.00	240.00	
				<b>SUBTOTAL (Avg. Based On 4EA)</b>	<b>12,460.00</b>	
				Average price per	EA	3,115.00
<b>6" FORCEMAIN DEFLECTION</b>						
1030	60	8 TI C151 DI PIPE P401	FT	63.65	3,819.00	
1050	1	3"-6" POLY WRAP	EA	400.00	400.00	
1060	12	8 MI 45 C153 P401 IMP	EA	520.00	6,240.00	
1070	12	8 PVC 4008 STARGRIP RESTR (I) GLAND ONLY	EA	65.00	1,194.00	
1080	6	6 3006 DI STARGRIP RESTRAINT GLAND ONLY IMPORT 5G0P06	EA	50.00	310.00	
1090	24	8 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	34.00	576.00	
1100	12	3M 1404 EMS BALL MARKER-SEWER	EA	15.00	180.00	
				<b>SUBTOTAL (Avg. Based On 3EA)</b>	<b>12,667.00</b>	
				Average price per	EA	4,222.34
<b>TEMP BLOWOFF IF REQ</b>						
1110	1	6X2 MI TAPT CAP (153 P401) IMP	EA	342.00	342.00	
1130	1	6 PVC 4006 STARGRIP RESTR (I) GLAND ONLY	EA	42.00	42.00	
1140	1	6 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	22.00	22.00	
1150	1	B11-77WGNL 2 B CURB FRT W/LW NO LEAD	EA	279.00	279.00	
1160	3	2X6 BRASS NIPPLE NO LEAD (I)	EA	26.00	78.00	
1170	3	2 BRASS 90 NO LEAD (I)	EA	25.00	75.00	
1180	1	2X24 BRASS NIPPLE NO LEAD (I)	EA	105.00	105.00	
1190	1	2X3 BRASS NIPPLE NO LEAD (I)	EA	14.00	14.00	

## Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price
1200	1	2 BRASS CAP NO LEAD (I)	EA	18.00	18.00
1210	1	CDR BOX 17X30X12 FLARED WALL	EA	115.00	115.00
1220	1	CDR COVER 17X30X2" SOLID	EA	140.00	140.00
				<b>SUBTOTAL</b>	<b>1,231.00</b>
				<b>TOTAL FORCEMAIN</b>	<b>115,414.00</b>
1240		<b>LIFTSTATION</b>			
1250	2	4"X3" FLG ECC RED 316 SS.	EA	595.00	1,190.00
1260	4	4" FLG 45 BEND 316 SS	EA	645.00	2,580.00
1270	2	4" FLG X FLG 15'5" (L.S. 316)	EA	2,400.00	4,800.00
1280	3	4 FLG 90 C110 P401 PR IMP	EA	396.00	1,188.00
1290	4	4 FLGXFLG DI PIPE P401 1' IMP	EA	365.00	1,460.00
1300	2	4 PS382-FLG WALL CHK VIV CLOW STYLE 106LW	EA	1,195.00	2,390.00
1310	3	4 60IN MILLIKEN FLG PLUG VALVE	EA	695.00	2,085.00
1320	1	6X4 FLG CROSS C110 P401 PR IMP	EA	947.00	947.00
1330	1	4 FLG TEE C110 P401 PR IMP	EA	480.00	480.00
1340	1	4" FLG X MALE KAMLOCK ALUM	EA	146.00	146.00
1350	1	KAMLOCK ALUM 2" DUST CAP "D" USE W/ MALE CAMS	EA	25.00	25.00
1360	1	6X2 TAPT BLIND FLG DI P401 IMP	EA	392.00	392.00
1370	1	2X3 316SS NIPPLE	EA	12.00	12.00
1380	1	RGXB	EA	4,800.00	4,800.00
1390	1	4 589 STANDON FLG PIPE SUPPORT	EA	145.00	290.00
1400	1	6 FLGXPE DI PIPE P401 PR 6' PRIMED (MI)	EA	995.00	995.00
1410	2	3X1/8 FLG ACC RR FF 304SS B&N	EA	34.00	68.00
1420	21	4X1/8 FLG ACC RR FF 304SS B&N	EA	38.00	836.00
1430	1	6X1/8 FLG ACC RR FF 304SS B&N	EA	46.00	46.00
				<b>SUBTOTAL</b>	<b>24,780.00</b>
1450		<b>WATER ON SITE</b>			
1460	1740	10 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	33.50	58,290.00
1470	16	10 STAR 1108C PVC RESTRAINER C900/DI PIPE TO PIPE-PRC1108 IMP	EA	183.00	2,928.00
1480	3100	8 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	22.00	68,200.00
1490	72	8 STAR 1108C PVC RESTRAINER C900/DI PIPE TO PIPE-PRC1108 IMP	EA	106.00	7,632.00
1500	6080	6 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	13.00	86,840.00
1510	110	6 STAR 1106C PVC RESTRAINER C900/DI PIPE TO PIPE-PRC1106 IMP	EA	63.00	6,930.00
1520	12	3X1000' DET TAPE WATER BLUE	RL	35.00	420.00
1530	12	LUBE 1 QLT F/WATER/SWR PIPE	EA	N/C	N/C
				<b>SUBTOTAL</b>	<b>234,800.00</b>
1540		<b>CONNECT TO EXIST. WM</b>			
1550	1	10 MJ L/P 6V CLE3 IMP	EA	212.00	212.00
1560	2	10 PVC 4000 STAGRIP RESTR (I) GLAND ONLY	EA	120.00	240.00
1570	2	10 MJ REGULAR SET L/GLAND (L55) GLAND	EA	31.00	62.00
				<b>SUBTOTAL</b>	<b>514.00</b>
1580		<b>TEMP JUMPER</b>			
1590	2	FC 202 ILL-HP7 10X2 IP S&D EPOXY/SS BAND LID (I) 75-01 10	EA	159.00	318.00
1600	2	FBI 203 7NL 2 BALL BEARING MIPXIMP NO LEAD	EA	258.00	516.00
1610	2	2 COUNTERSUNK BRASS C/O FLUG	EA	0.00	0.00
1620	2	2BA 77-G-NL 2 CRUG MIPXIGCTS NO LEAD	EA	87.00	348.00



Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price
1630	4	#55 2 SS INSERT F/CTS PE	EA	3.00	12.00
1640	3	2X3/4 BRASS TEE NO LEAD (I)	EA	49.00	147.00
1650	1	3/4X3 BRASS NIPPLE NO LEAD (I)	EA	5.00	5.00
1660	1	3/4 BRZ GATE VLV M300	EA	12.00	12.00
1670	2	3/4X1/4 BRASS DASHING NL (I) NO LEAD	EA	4.00	8.00
1680	2	2-1/2 0-300 PSI LIQUID GAUGE	EA	25.00	50.00
1690	2	1/4X2 BRASS NIPPLE NO LEAD (I)	EA	2.00	4.00
1700	2	DIAPHRAGM SEAL 50 310SS O2T CG	EA	250.00	500.00
1710	5	2X3 BRASS NIPPLE NO LEAD (I)	EA	15.00	75.00
1720	2	2 BRASS 90 NO LEAD (I)	EA	25.00	50.00
1730	2	2" BRN2 METER FLANGE NO LEAD	EA	38.00	76.00
1740	2	2" PS 1005 OVAL METER FLG GWT	EA	12.00	24.00
1750	4	5/8X3 HEX HEAD BOLT 316SS	EA	3.00	12.00
1760	4	5/8 HEX NUT 316SS	EA	0.90	3.60
1770	1	TID 2" NW0 EID211RS62 OVAL DIR READ GAL BRZ NO LEAD	EA	965.00	965.00
1780	2	2X3 BRASS NIPPLE NO LEAD (I)	EA	29.00	58.00
1790	1	2 WILKINS 975XL2 REDUCED NL PRESSURE BACKFLOW-NO LEAD W/BALL VALVES 2 975XL2	EA	695.00	695.00
				<b>SUBTOTAL</b>	<b>3,886.60</b>
				Average price per	<b>EA 3,886.60</b>
<b>FIRE HYDRANT ASSEMBLIES</b>					
1800	2	10X6 MI ANCH TEE C153 IMP	EA	312.00	624.00
1820	4	10 PVC 4010 STARGRIP RESTR (I) GLAND ONLY	EA	120.00	480.00
1830	4	10 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	31.00	124.00
1840	4	8X6 MI ANCH TEE C153 IMP	EA	246.00	984.00
1850	8	8 PVC 4008 STARGRIP RESTR (I) GLAND ONLY	EA	60.00	480.00
1860	8	8 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	24.00	192.00
1870	10	6 MI ANCH TEE C153 IMP	EA	197.00	1,970.00
1880	20	6 PVC 4006 STARGRIP RESTR (I) GLAND ONLY	EA	42.00	840.00
1890	36	6 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	22.00	792.00
1900	300	6 PVC C900 DRIB PIPE (S) 20' BLU R/C35	FT	11.00	3,300.00
1920	16	6 A2361-23 MI RW GV OL L/ACC	EA	845.00	13,520.00
1930	16	461-5 HEAVY DUTY VALVE BOX IMP COMPLETE WITH WATER LID	EA	150.00	2,400.00
1940	16	3 BRONZE VALVE MARKER	EA	20.00	320.00
1950	16	6X13 MI ANCH C140 C153 IMP	EA	205.00	3,280.00
1960	32	6 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	22.00	704.00
1970	16	A423 5-1/2XV0 HYD V0'B 6MI 3W L/ACC	EA	2,900.00	46,400.00
				<b>SUBTOTAL (Avg. Based On 16EA)</b>	<b>77,034.00</b>
				Average price per	<b>EA 4,814.00</b>
<b>6" GATE VALVES</b>					
1980	14	6 A2361-23 MI RW GV OL L/ACC	EA	845.00	11,830.00
2000	14	461-5 HEAVY DUTY VALVE BOX IMP COMPLETE WITH WATER LID	EA	150.00	2,100.00
2010	14	3 BRONZE VALVE MARKER	EA	20.00	280.00
2020	28	6 PVC 4006 STARGRIP RESTR (I) GLAND ONLY	EA	42.00	1,176.00
2030	28	6 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	22.00	616.00
				<b>SUBTOTAL (Avg. Based On 14EA)</b>	<b>16,002.00</b>
				Average price per	<b>EA 1,143.00</b>
<b>8" GATE VALVES</b>					
2040	10	8 A2361-23 MI RW GV OL L/ACC	EA	1,325.00	13,250.00
2060	10	461-5 HEAVY DUTY VALVE BOX IMP COMPLETE WITH WATER LID	EA	150.00	1,500.00



Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price
2070	10	3 BRONZE VALVE MARKER	EA	20.00	200.00
2080	20	6 PVC 40LB STARGRIP RESTR (I) GLAND ONLY	EA	63.00	1,260.00
2090	20	8 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	24.00	480.00
			<b>SUBTOTAL (Avg. Based On 10EA)</b>		<b>16,690.00</b>
			Average price per	EA	1,669.00
<b>10" MI GATE VALVE ASSEM</b>					
2110	6	10 A2361-23 MI RW/GV OL L/ACC	EA	2,050.00	12,300.00
2120	6	460-5 HEAVY DUTY VALVE BOX IMP COMPLETE WITH WATER LID	EA	150.00	900.00
2130	6	BR2 DMC R/10" VLV (VLV MARKR)	EA	20.00	120.00
2140	22	10 PVC 40LB STARGRIP RESTR (I) GLAND ONLY	EA	120.00	2,640.00
2150	22	10 MI REGULAR SET L/GLAND (LESS GLAND)	EA	31.00	682.00
			<b>SUBTOTAL (Avg. Based On 6EA)</b>		<b>15,132.00</b>
			Average price per	EA	2,522.00
<b>TEMP BLOWOFF</b>					
2160	1	10X2 MI TAPT PLUG LESS IMP	EA	197.00	197.00
2170	1	10 MI REGULAR SET L/GLAND (LESS GLAND)	EA	31.00	31.00
2180	2	8X2 MI TAPT PLUG Q153 IMP	EA	125.00	250.00
2200	2	8 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	24.00	48.00
2210	2	6X2 MI TAPT PLUG Q153 IMP	EA	94.00	188.00
2220	2	6 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	22.00	44.00
2230	5	B11-777WNL 2 B CURB FIRT W/LW NO LEAD	EA	279.00	1,395.00
2240	15	2X6 BRASS NIPPLE NO LEAD (I)	EA	20.00	300.00
2250	15	2 BRASS 90 NO LEAD (I)	EA	25.00	375.00
2260	5	2X24 BRASS NIPPLE NO LEAD (I)	EA	106.00	530.00
2270	5	2X3 BRASS NIPPLE NO LEAD (I)	EA	14.00	70.00
2280	5	2 BRASS CAP NO LEAD (I)	EA	18.00	90.00
2290	5	CDR BOX 17X30X12 FLARED WALL	EA	115.00	575.00
2300	5	CDR COVER 17X30X2" SOLID	EA	140.00	700.00
			<b>SUBTOTAL (Avg. Based On 5EA)</b>		<b>4,883.00</b>
			Average price per	EA	976.60
<b>PALM BAY 1" AUTOMATIC FLUSH</b>					
<b>WA-A DETAIL</b>					
2310	4	2X1 BRASS BUSHING NO LEAD (I)	EA	16.00	64.00
2340	100	1X100' CTS PE TUBING 200PSI PE3408 NSF 50R-9 D2737	FT	0.50	50.00
2350	8	C84-44 NL 1 COUPLING MIPXPLETS "NO LEAD"	EA	21.00	168.00
2360	8	#52 1 SS INSERT 1/4" PE	EA	2.00	16.00
2370	4	B43-342WNL 1X3/4 BMV P/CT5)X MN CTS W/LW (NO LEAD)	EA	87.00	348.00
2380	4	T10 5/8X1/4 USG METER DIRECT READ BRONZE REGISTER C) BOTTOM, THREADED ENDS, NO LEAD ED2B11P8G25A5 L	EA	125.00	500.00
2390	4	C34-24G-NL 1/4X1 MTR COUPLING NO LEAD	EA	32.00	128.00
2400	4	CARSON 1419-12-8 BLK PLM METER BOX W/BLK T/COVER W/CH HEADS R 14191302	EA	87.00	348.00
2410	4	1 BRASS 90 NO LEAD (I)	EA	8.00	32.00
2420	4	1 BRASS COUPLING NO LEAD (I)	EA	6.50	26.00
2430	4	1X3 BRASS NIPPLE NO LEAD (I)	EA	6.75	27.00
2440	4	HYDRO GUARD HGL AUTOMATIC BLOW-OFF	EA	4,200.00	16,800.00
			<b>SUBTOTAL (Avg. Based On 4EA)</b>		<b>18,507.00</b>
			Average price per	EA	4,625.75
<b>SAMPLING STATION</b>					
2450	1	FC702-905-IP3 8X3/4IP EN SAD DBL TS BAND EPXY COATED BODY 8.63-9.05 OD	EA	128.00	128.00



Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price
2470	1	FB1100-3NL 3/4 BALLCORP MIPXPI (CTS) NO LEAD	EA	56.00	56.00
2480	1	B11-333W-NL 3/4 BALL CURB FITT W/LOCKWING NO LEAD	EA	62.00	62.00
2490	1	4G1-S VALVE BOX HEAVY	EA	130.00	130.00
2500	1	C86-33UNL 3/4 MIPXULTRA-TITE IPS (NO LEAD)	EA	22.00	22.00
2510	1	1X3/4 BRASS RED 90 NO LEAD (I)	EA	9.70	9.70
2520	1	1X24 BRASS NIPPLE NO LEAD (I)	EA	47.00	47.00
2530	1	1 BRASS COUPLING NO LEAD (I)	EA	6.50	6.50
2540	2	CS4-33NL 3/4 MIPXPI NO LEAD	EA	16.50	33.00
2550	3	C14-44-NL 1" CPLG FITTINGS "NO LEAD"	EA	23.00	69.00
2560	100	3/4X10W CTS BLUE PE TUBING 200 PSI	FT	0.45	45.00
2570	1	#88 ECLIPSE 3" SAMPLING STAT BRASS W/ DRAIN HOLE	EA	1,850.00	1,850.00
				<b>SUBTOTAL</b>	<b>2,451.20</b>
		<b>WATER FITTINGS</b>			
2580	1	10X8 MI CROSS C153 IMP	EA	421.00	421.00
2600	1	10X6 MI CROSS C153 IMP	EA	335.00	335.00
2610	1	10 MI TEE C153 IMP	EA	373.00	373.00
2620	1	10 MI 45 C153 IMP	EA	200.00	200.00
2630	1	10 MI 22-1/2 C153 IMP	EA	198.00	198.00
2640	1	10X2 MI TAPT CAP C153 IMP	EA	130.00	130.00
2650	1	8X2 MI TAPT CAP C153 IMP	EA	110.00	110.00
2660	2	6X2 MI TAPT CAP C153 IMP	EA	79.00	158.00
2670	3	8 MI TEE C153 IMP	EA	260.00	780.00
2680	12	8 MI 45 C153 IMP	EA	138.00	1,656.00
2690	7	8 MI 22-1/2 C153 IMP	EA	138.00	966.00
2700	10	8 MI 11-1/4 C153 IMP	EA	127.00	1,270.00
2710	4	8X6 MI RED C153 IMP	EA	101.00	404.00
2720	2	6 MI TEE C153 IMP	EA	171.00	342.00
2730	20	6 MI 45 C153 IMP	EA	95.00	1,900.00
2740	12	10 PVC 4010 STARGRIP RESTR (I) GLAND ONLY	EA	120.00	1,440.00
2750	12	10 MI REGULAR SET L/GLAND (LESS GLAND)	EA	31.00	372.00
2760	64	8 PVC 4008 STARGRIP RESTR (I) GLAND ONLY	EA	63.00	4,032.00
2770	63	8 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	24.00	1,512.00
2780	55	6 PVC 4006 STARGRIP RESTR (I) GLAND ONLY	EA	42.00	2,310.00
2790	55	6 MI REGULAR ACC SET L/GLAND (LESS GLAND)	EA	22.00	1,210.00
2800	58	3M 1403 EMS BALL MARKER WATER	EA	15.00	870.00
				<b>SUBTOTAL</b>	<b>20,236.00</b>
		<b>10" CONFLICTS</b>			
2810	60	10 TI C151 DI PIPE	FT	49.95	2,997.00
2830	1	POLYWRAP 10",12" DI(27"X300')	EA	195.00	195.00
2840	12	10 MI 45 C153 IMP	EA	200.00	2,400.00
2850	18	10 PVC 4010 STARGRIP RESTR (I) GLAND ONLY	EA	170.00	3,060.00
2860	6	10 3010 DI STARGRIP RESTRAINT GLAND ONLY IMPORT 500P10	EA	80.00	480.00
2870	24	10 MI REGULAR SET L/GLAND (LESS GLAND)	EA	31.00	744.00
2880	12	3M 1403 EMS BALL MARKER WATER	EA	15.00	180.00
				<b>SUBTOTAL (Avg. Based On 3EA)</b>	<b>9,156.00</b>
			<b>Average price per</b>	<b>EA</b>	<b>3,052.00</b>
		<b>8" CONFLICTS</b>			
2890	120	8 TI C151 DI PIPE	FT	37.90	4,548.00
2910	1	24"X300' POLYWRAP F/3 8" DI	FT	150.00	150.00
2920	24	8 MI 45 C153 IMP	EA	130.00	3,120.00
2930	36	8 PVC 4008 STARGRIP RESTR (I) GLAND ONLY	EA	63.00	2,268.00



Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price
2940	12	8 3008 DI STARGRIP RESTRAINT GLAND ONLY IMPORT SGDP08	EA	53.00	636.00
2950	48	6 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	29.00	1,392.00
2960	24	3M 1403 EMS BALL MARKER-WATER	EA	15.00	360.00
			<b>SUBTOTAL (Avg. Based On 6EA)</b>		<b>12,926.00</b>
			<b>Average price per</b>	<b>EA</b>	<b>2,071.00</b>
2970	<b>6" CONDUITS</b>				
2980	280	6 T/ CLE51 DI PIPE	FT	26.60	7,448.00
2990	1	24"X300' POLYWRAP F/3-8" DIP	FT	150.00	150.00
3000	56	6 M/ 45 C/53 IMP	EA	95.00	5,320.00
3010	64	6 PVC 4006 STARGRIP RESTRAINT GLAND ONLY	EA	42.00	2,688.00
3020	28	6 3006 DI STARGRIP RESTRAINT GLAND ONLY IMPORT SGDP06	EA	36.00	1,008.00
3030	112	6 M/ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	23.00	2,576.00
3040	56	3M 1403 EMS BALL MARKER-WATER	EA	15.00	840.00
			<b>SUBTOTAL (Avg. Based On 14EA)</b>		<b>20,756.00</b>
			<b>average price per</b>	<b>EA</b>	<b>1,482.72</b>
3050	<b>SINGLE SHORT WATER SERVICE</b>				
3060	24	FC202-690-IP4 6X11P SADDLE (I) EPOXY/SS BAND 6.63-6.90 OD IMPORT	EA	88.00	2,112.00
3070	12	FC202-905-IP4 8X11P SADDLE EPOXY/SS BAND 8.63-9.05 OD RANGE	EA	121.00	1,452.00
3080	36	FB1100-4ML 1 BALL CORP STOP MIPXPI CTS NO LEAD	EA	74.00	2,664.00
3090	36	BA43-342WGNL 1X3/4 ANG BMY GLX MN CTS W/LW (NO LEAD)	EA	100.00	3,600.00
3100	400	1X100' BLUE PE TUBING CTS 200 PSI	FT	0.50	200.00
3110	72	#52 1/8 INSERT F/CTS PF	EA	2.00	144.00
3120	36	CARSON 1419-12-8 BLK PLAS METER BOX W/BLK T/COVER W/CI READER 14191302	EA	87.00	3,132.00
3130	36	3M 1403 EMS BALL MARKER-WATER	EA	15.00	540.00
			<b>SUBTOTAL (Avg. Based On 36EA)</b>		<b>13,888.00</b>
			<b>Average price per</b>	<b>EA</b>	<b>385.22</b>
3140	<b>SINGLE LONG WATER SERVICE</b>				
3150	27	FC202-690-IP4 6X11P SADDLE (I) EPOXY/SS BAND 6.63-6.90 OD IMPORT	EA	88.00	2,400.00
3160	11	FC202-905-IP4 8X11P SADDLE EPOXY/SS BAND 8.63-9.05 OD RANGE	EA	121.00	1,331.00
3170	38	FB1100-4ML 1 BALL CORP STOP MIPXPI CTS NO LEAD	EA	74.00	2,812.00
3180	38	BA43-342WGNL 1X3/4 ANG BMY GLX MN CTS W/LW (NO LEAD)	EA	100.00	3,800.00
3190	1600	1X100' BLUE PE TUBING CTS 200 PSI	FT	0.50	800.00
3200	76	#52 1/8 INSERT F/CTS PF	EA	2.00	152.00
3210	38	CARSON 1419-12-8 BLK PLAS METER BOX W/BLK T/COVER W/CI READER 14191302	EA	87.00	3,306.00
3220	38	3M 1403 EMS BALL MARKER-WATER	EA	15.00	570.00
3230	1400	2 PVC RDR21 PR200 PIPE (CI) BLU	FT	1.65	2,310.00
			<b>SUBTOTAL (Avg. Based On 12EA)</b>		<b>17,104.00</b>
			<b>Average price per</b>	<b>EA</b>	<b>450.11</b>
3240	<b>DOUBLE SHORT WATER SERVICE</b>				
3250	36	FC202-690-IP4 6X11P SADDLE (I) EPOXY/SS BAND 6.63-6.90 OD IMPORT	EA	88.00	3,204.00
3260	6	FC202-905-IP4 8X11P SADDLE EPOXY/SS BAND 8.63-9.05 OD RANGE	EA	121.00	726.00
3270	43	FB1100-4ML 1 BALL CORP STOP MIPXPI CTS NO LEAD	EA	74.00	3,182.00
3280	42	BA43-42WNL 5/8X3/4 BRNCH ASSY P/CTS X 7 MN (NO LEAD)	EA	129.00	5,418.00



Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price
3290	84	#52 1 SS INSERT F/CTS PE	EA	2.00	168.00
3300	700	1X100' BLUE PE TUBING CTS 200 PSI	FT	0.50	350.00
3310	42	CARSON 13201133 1220 12 BLACK WATER METER 2 MSHL FLSH CVR CA ST IRON RDR	EA	159.00	6,678.00
3320	42	3M 1403 EMS BALL MARKER-WATER	EA	15.00	630.00
				<b>SUBTOTAL (Avg. Based On 42EA)</b>	<b>20,282.00</b>
				<b>Average price per EA</b>	<b>482.91</b>
<b>DOUBLE LONG WATER SERVICE</b>					
3330	58	FC202-600-IP4 8X1IP SADDLE (II) EPOXY/SS BAND 8.63-8.90 OD IMPORT	EA	89.00	5,162.00
3350	20	FC202-905-IP4 8X1 IP SADDLE EPOXY/SS BAND 8.63-9.05 OD RANGE	EA	121.00	2,420.00
3360	78	FB1100-4NL 2 BALL CORP STOP MIPXRI CTS NO LEAD	EA	74.00	5,772.00
3370	78	1/4X3-42WNL 5/8X3/4 BRNCH ASSY R/C T5 X 2 MIN (NO LEAD)	EA	129.00	10,062.00
3380	156	#52 1 SS INSERT F/CTS PE	EA	2.00	312.00
3390	3100	1X100' BLUE PE TUBING CTS 200 PSI	FT	0.50	1,550.00
3400	78	CARSON 13201133 1220 12 BLACK WATER METER 2 MSHL FLSH CVR CA ST IRON RDR	EA	159.00	12,402.00
3410	78	3M 1403 EMS BALL MARKER-WATER	EA	15.00	1,170.00
3420	2800	2 PVC SDR21 PR200 PIPE (G) 1/2"	FT	1.65	4,620.00
				<b>SUBTOTAL (Avg. Based On 78EA)</b>	<b>43,470.00</b>
				<b>Average price per EA</b>	<b>557.51</b>
<b>LIFT STATION WATER SERVICE</b>					
3430	1	FC202-1110-IP7 10X1IP SCL (II) EPOXY/SS BAND 10.75-11.10 OD IMPORT	EA	157.00	157.00
3450	1	FB1100-7NL 2 BALL CORP MIPXRI NO LEAD STOP	EA	273.00	273.00
3460	200	2X100' BLUE PE TUBING CTS 200 PSI	FT	2.00	400.00
3470	2	#52 2 SS INSERT F/CTS PE	EA	3.00	6.00
3480	1	2X12 BRASS NIPPLE NO LEAD (I)	EA	53.00	53.00
3490	1	2 BRASS 90 NO LEAD (I)	EA	25.00	25.00
3500	1	2X36 BRASS NIPPLE NO LEAD (II)	EA	170.00	170.00
3510	1	BFA13-777WNL 2" ANG BALL METER VALVE RFXME NO LEAD	EA	308.00	308.00
3520	1	2 WILKINS 975XL2 REDUCED NL PRESSURE BACKFLOW NO LEAD W/BALL VALVES 2-975XL2	EA	695.00	695.00
3530	2	2" BRNZ METER FLANGE NO LEAD	EA	45.00	90.00
3540	1	CARSON 1414-12-8 BLK PLAS METER RIBOX W/BUR 17COVER W/GI READE R 14191R02	EA	87.00	87.00
3550	4	5/8 HEX NUT 316SS	EA	0.90	3.60
3560	4	5/8X2-1/2 HEX HEAD BOLT 316SS	EA	5.00	20.00
3570	1	2X3 BRASS NIPPLE NO LEAD (I)	EA	14.00	14.00
3580	1	2 BRASS COUPLING NO LEAD (II)	EA	32.00	32.00
3590	1	2X3/4 BRASS BUSHING NL (II) NO LEAD	EA	16.00	16.00
3600	1	3/4 HOSE BIBB SMITH COOPER 01501601 LEAD FREE	EA	15.00	15.00
				<b>SUBTOTAL</b>	<b>2,354.60</b>
				<b>Average price per EA</b>	<b>2,354.60</b>
				<b>TOTAL WATER</b>	<b>550,054.40</b>
<b>WATERMAIN OFF-SITE</b>					
3610	1	POLYWRAP 14" 16' D(34"X100')	EA	264.00	264.00
3620	40	12 (II) (LS) DRPIPE	FT	63.25	2,530.00
3640	3	12 (II) FIELD LOCK 250 GASKET 506	EA	190.00	570.00
3650	40	6 (I) (LS) (B) FIRE	FT	26.60	1,064.00



Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price
3660	2	6 T1 FIELD LOK 350 GASKET SBR	EA	98.00	196.00
3670	2	3X1000' DET TAPE WATER, BLUE	RL	35.00	70.00
<b>ALT TO 18" DIP IS ALLOWED</b>					
3690					
3700	1700	16 PVC 1500 DR18 PIPE (G) 2W BLU PC235	FT	75.00	127,500.00
3710	40	16 STAR 1116C PVC RESTRAINER (90)/DI PIPE TO PIPE=PROL116	EA	440.00	17,600.00
3730	400	16 DIPS DR11 HDPE PIPE BLU BLUE STRIPE	FT	57.00	22,800.00
3740	2	16 SDR11 DIPS MJ ADAPTER W/KIT	EA	782.00	1,564.00
3760	1	20X16 MJ RED C153 IMP	EA	620.00	620.00
3770	1	16 MJ CROSS C153 IMP	EA	1,153.00	1,153.00
3780	1	16 MJ 45 C153 IMP	EA	590.00	590.00
3790	2	16 MJ 22 1/2 C153 IMP	EA	578.00	1,156.00
3800	1	16X12 MJ TEE C153 IMP	EA	942.00	942.00
3810	1	16X2 MJ TAPT CAP C153 IMP	EA	350.00	350.00
3820	1	12X2 MJ TAPT CAP C153 IMP	EA	181.00	181.00
3830	1	20 PVC 4020 STARGRIP RESTR (1) GLAND ONLY	EA	410.00	410.00
3840	1	20 MJ REGULAR ACC SET L/GLAND LESS GLAND	EA	66.00	66.00
3850	20	16 PVC 4016 STARGRIP RESTR (1) GLAND ONLY	EA	258.00	5,160.00
3860	20	16 MJ REGULAR ACC SET L/GLAND LESS GLAND	EA	55.00	1,100.00
3870	1	12 3012 DI STARGRIP RESTRAINT GLAND ONLY IMPORT SGRP12	EA	116.00	116.00
3880	2	12 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	36.00	72.00
3890	1	10 PVC 4010 STARGRIP RESTR (1) GLAND ONLY	EA	120.00	120.00
3900	1	10 MJ REGULAR SET L/GLAND (LESS GLAND)	EA	31.00	31.00
3910	2	RM 1403 EMS BALL MARKER WATER	EA	15.00	120.00
				<b>SUBTOTAL</b>	<b>187,278.00</b>
<b>12" MJ GATE VALVE ASSEM</b>					
3930					
3940	1	12 A2361 23 MJ RW GV OL L/ACC	EA	2,623.00	2,623.00
3950	1	461-5 HEAVY DUTY VALVE BOX IMP COMPLETE WITH WATER LID	EA	150.00	150.00
3960	1	BR2 DISC F/12 VLV (VLV MARKER)	EA	20.00	20.00
3970	2	12 3012 DI STARGRIP RESTRAINT GLAND ONLY IMPORT SGRP12	EA	116.00	232.00
3980	2	12 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	36.00	72.00
				<b>SUBTOTAL</b>	<b>3,097.00</b>
<b>16" MJ GATE VALVE ASSEM</b>					
4000					
4010	3	16 A2361-23 MJ RW GV OL L/ACC	EA	4,946.00	14,838.00
4020	3	461-5 HEAVY DUTY VALVE BOX IMP COMPLETE WITH WATER LID	EA	150.00	450.00
4030	3	BR2 DISC F/16" VLV (VLV MARKER)	EA	20.00	60.00
4040	6	16 PVC 4016 STARGRIP RESTR (1) GLAND ONLY	EA	258.00	1,548.00
4050	6	16 MJ REGULAR ACC SET L/GLAND LESS GLAND	EA	55.00	330.00
				<b>SUBTOTAL (Avg. Based On JEA)</b>	<b>17,226.00</b>
				<b>Average price per</b>	<b>EA</b>
					<b>5,742.00</b>
<b>TEMP BLEW/OFF</b>					
4060					
4070	1	16X2 MJ TAPT PLUG C153 IMP	EA	483.00	483.00
4080	1	12X2 MJ TAPT PLUG C153 IMP	EA	104.00	104.00
4090	2	011-777 WNL 2 B BURD FIT W/LW NO LEAD	EA	279.00	558.00
4100	6	2X6 BRASS NIPPLE NO LEAD (1)	EA	26.00	156.00
4110	6	2 BRASS 90 NO LEAD (1)	EA	25.00	150.00
4120	2	2X24 BRASS NIPPLE NO LEAD (1)	EA	106.00	212.00

Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price
4130	2	2X3 BRASS NIPPLE NO LEAD (I)	EA	14.00	28.00
4140	2	2 BRASS CAP NO LEAD (I)	EA	18.00	36.00
4150	2	CDR BOX 17X30X12 FLARED WALL	EA	115.00	230.00
4160	2	CDR COVER 17X30X2" SOLID	EA	140.00	280.00
				<b>SUBTOTAL (Avg. Based On 2EA)</b>	<b>2,327.00</b>
				Average price per EA	1,163.50
<b>FIRE HYDRANT ASSEMBLIES</b>					
4170	-				
4180	2	16 MI TEE C153 IMP	EA	1,180.00	2,360.00
4190	2	16X6 MI RED C153 IMP	EA	450.00	900.00
4200	8	16 PVC 4006 STARGRIP RESTR (I) GLAND ONLY	EA	258.00	2,064.00
4210	8	16 MI REGULAR ACC SET 1/GLAND LESS GLAND	EA	55.00	440.00
4220	2	6 PVC 4006 STARGRIP RESTR (I) GLAND ONLY	EA	42.00	84.00
4230	2	6 MI REGULAR ACC SET 1/GLAND (LESS GLAND)	EA	22.00	44.00
4240	40	6 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	13.00	520.00
4260	2	5 A2361-23 MURW GV OLL/ACC	EA	845.00	1,690.00
4270	1	461-5 HEAVY DUTY VALVE BOX IMP COMPLETE WITH WATER LID	EA	150.00	300.00
4280	2	3 BRONZE VALVE MARKER	EA	20.00	40.00
4290	2	6X13 MI ANCH CPLE C153 IMP	EA	305.00	610.00
4300	4	6 MI REGULAR ACC SET 1/GLAND (LESS GLAND)	EA	22.00	88.00
4310	2	4423 5-1/4 4/6" NSGL 6MI 3W LA (L/ACC) 423-501704 (RED)	EA	2,995.00	5,990.00
				<b>SUBTOTAL (Avg. Based On 3EA)</b>	<b>14,890.00</b>
				Average price per EA	7,445.00
<b>PALM BAY 1" AUTOMATIC FLUSH</b>					
4320	-				
4330	2	FB1700-7NL 2" BALLCOH MIPXIP NO LEAD	EA	258.00	516.00
4340	1	2X1 BRASS BUSHING NO LEAD (I)	EA	16.00	32.00
4350	50	1X100' CTS PE TUBING 200PSI PE3408 NSF 5DR-5 D02737	FT	0.50	40.00
4360	4	C84-24-NL 1 COUPLING MIPXIPCTS "NO LEAD"	EA	21.00	84.00
4370	8	#52 L SS INSERT F/CTS PE	EA	2.00	16.00
4380	2	B43-342WNL 1X3/4 BMV B(CTS)X MN CTS W/LW (NO LEAD)	EA	87.00	174.00
4390	2	110 5/8X3/4 USG METER DIRECT READ, BRONZE REGISTER CI BOTTOM, THREADED ENDS NO LEAD EDZB L1RSG25A5J	EA	125.00	250.00
4400	2	C34-246-NL 3/4X1 MTR COUPLING NO LEAD	EA	32.00	64.00
4410	2	1 BRASS 90 NO LEAD (I)	EA	8.00	16.00
4420	2	1 BRASS COUPLING NO LEAD (I)	EA	6.50	13.00
4430	2	1X3 BRASS NIPPLE NO LEAD (I)	EA	6.75	13.50
4440	2	HYDRO GUARD HGL AUTOMATIC BLOW OFF	EA	4,200.00	8,400.00
				<b>SUBTOTAL</b>	<b>9,616.50</b>
				<b>SUBTOTAL</b>	<b>234,428.50</b>
<b>OFF-SITE FORCE MAIN</b>					
4450	-				
4460	1000	8 PVC C900 DR18 PIPE (G) 20' GRN PC235	FT	22.00	46,200.00
4470	30	8 STAR 1108C PVC RESTRAINER C900/DI PIPE TO PIPE-FRC1108 IMP	EA	106.00	3,180.00
4480	2	3X1000' DETECTOR TAPE GREEN FM	EA	35.00	70.00
4500	400	8 DIPS DR11 HDPE PIPE GRN GREEN STRIPE	FT	15.95	6,380.00
4510	2	8" SDR11 DIPS MI ADAPTER W/KIT	EA	225.00	450.00
4530	1	8 MI TEE C153 P401 IMP	EA	722.00	722.00
4540	2	8 MI 22-1/2 C153 P401 IMP	EA	543.00	1,086.00
4550	5	8 PVC 4008 STARGRIP RESTR (I) GLAND ONLY	EA	63.00	315.00

[REDACTED]

## Bid Proposal for MALABAR SPRINGS PH-1 MJC R-2

Bid #: 2986169

Seq#	Qty	Description	Units	Price	Ext Price
4560	5	8 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	24.00	120.00
4570	3	3M 1404 EMS BALL MARKER-SEWER	EA	15.00	45.00
				<b>SUBTOTAL</b>	<b>48,888.00</b>
4580		<b>8" GATE VALVES</b>			
4590	5	8 A2361-23 MJ RW GV OL L/ACC	EA	1,325.00	6,625.00
4600	5	461-S HEAVY DUTY VALVE BOX IMP COMPLETE WITH WATER LID	EA	150.00	750.00
4610	5	3 BRONZE VALVE MARKER	EA	20.00	100.00
4620	10	8 PVC 4008 STARGRIP RESTR (I) GLAND ONLY	EA	63.00	630.00
4630	10	8 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	24.00	240.00
				<b>SUBTOTAL (Avg. Based On 5EA)</b>	<b>8,345.00</b>
				<b>Average price per</b>	<b>EA</b>
					<b>1,669.00</b>
4640		<b>TEMP BLOWOFF</b>			
4650	1	8X2 MJ TAPT CAP C153 P401 IMP	EA	474.00	474.00
4660	1	8 PVC 4008 STARGRIP RESTR (I) GLAND ONLY	EA	63.00	63.00
4670	1	8 MJ REGULAR ACC SET L/GLAND (LESS GLAND)	EA	24.00	24.00
4680	1	B11-777WNL 2 B CURB FIPT W/LW NO LEAD	EA	279.00	279.00
4690	3	2X6 BRASS NIPPLE NO LEAD (I)	EA	26.00	78.00
4700	3	2 BRASS 90 NO LEAD (I)	EA	25.00	75.00
4710	1	2X24 BRASS NIPPLE NO LEAD (I)	EA	106.00	106.00
4720	1	2X3 BRASS NIPPLE NO LEAD (I)	EA	14.00	14.00
4730	1	2 BRASS CAP NO LEAD (I)	EA	18.00	18.00
4740	1	CDR BOX 17X30X12 FLARED WALL	EA	115.00	115.00
4750	1	CDR COVER 17X30X2" SOLID	EA	140.00	140.00
				<b>SUBTOTAL</b>	<b>1,386.00</b>
4760		<b>2" ARV ASSEMBLY</b>			
4770	1	FC202-905-IP7 8X2IP DI SAD DBL SS BAND EPXY COATED BODY 8.63-9.05 OD	EA	130.00	130.00
4780	3	2XCL 304SS NIPPLE	EA	5.00	15.00
4790	2	2" GALV DIELECTRIC UNION	EA	75.00	150.00
4800	1	2" SS FULL PORT BALL VLV S-FBV	EA	285.00	285.00
4810	1	2X3 316SS NIPPLE	EA	10.00	10.00
4820	2	2 316SS 90 BEND	EA	20.00	40.00
4830	2	C84-77-G-NL 2 CPLG MIPXGJCTS NO LEAD	EA	87.00	174.00
4840	4	#55 2 SS INSERT F/CTS PE	EA	3.00	12.00
4850	100	2X100' GREEN PE TUBING CTS	FT	2.00	200.00
4860	1	B44-777WGNL 2 BALL CURB GJ(CTS (NO LEAD)	EA	389.00	389.00
4870	1	2" VENT-O-MAT RGX SEWAGE AIR/ VAC VALVE W/1" FLUSH PORT	EA	3,985.00	3,985.00
4880	1	WATER PLUS H30 GREEN ARV VAULT MARKED BSU 992-0711	EA	625.00	625.00
				<b>SUBTOTAL</b>	<b>6,015.00</b>
				<b>SUBTOTAL</b>	<b>64,634.00</b>
				<b>Sub Total</b>	<b>2,145,462.95</b>
				<b>Tax</b>	<b>128,489.78</b>
				<b>Total</b>	<b>2,273,952.73</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include Core & Main LP and / or any parent, subsidiary or affiliate of Core & Main LP, including any division of the foregoing, whether or not performing any of a lot of the scope hereunder or specifically identified herein. All references to "Buyer" shall include a parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".

2. All references to "Buyer" include for these Terms which shall prevail over any inconsistent terms on Buyer's contracts, drawings or other documents, additional or different terms and conditions in any way relating to or involving these Terms, a expressly objected to or disclaimed by Buyer, or otherwise expressly accepted in writing by Seller or authorized representatives, and modifications thereto, as well as any terms, conditions, specifications, drawings or agreements that have been made in writing, and all programs and other registration materials, if any. These references shall include all documents, and accessories, and related designs.

3. **Warranty:** Seller warrants that all of Seller's products are subject to a three-year warranty period, and that such warranty period shall become in effect if not achieved within 90 calendar days of the delivery of the product to Buyer. If Buyer is not satisfied with the product, Seller shall, at Buyer's option, either (a) replace the product with a new one of the same type and specifications, or (b) refund the purchase price of the product, less any freight charges. Seller's obligation to replace or refund shall be subject to the availability of replacement parts. All three-year warranty terms provided to Buyer shall be kept confidential to the extent the Product is covered by law but in no other way.

4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including but not limited to (a) government or other public authority actions, (b) force majeure, (c) strikes or labor disputes, (d) fire, flood, or other natural disasters, (e) acts of terrorism, (f) war, (g) civil unrest, (h) epidemics, (i) pandemics, (j) acts of God, (k) any other event beyond Seller's control, and (l) any other event beyond Seller's control. Seller shall not be liable for any delay or default in delivery resulting from any cause beyond Seller's reasonable control, including but not limited to (a) government or other public authority actions, (b) force majeure, (c) strikes or labor disputes, (d) fire, flood, or other natural disasters, (e) acts of terrorism, (f) war, (g) civil unrest, (h) epidemics, (i) pandemics, (j) acts of God, (k) any other event beyond Seller's control, and (l) any other event beyond Seller's control.

5. Seller warrants that all of Seller's products are subject to a three-year warranty period, and that such warranty period shall become in effect if not achieved within 90 calendar days of the delivery of the product to Buyer. If Buyer is not satisfied with the product, Seller shall, at Buyer's option, either (a) replace the product with a new one of the same type and specifications, or (b) refund the purchase price of the product, less any freight charges. Seller's obligation to replace or refund shall be subject to the availability of replacement parts. All three-year warranty terms provided to Buyer shall be kept confidential to the extent the Product is covered by law but in no other way.

6. Buyer shall indemnify Seller for all claims, damages, losses, and expenses, including reasonable attorneys' fees, incurred by Seller as a result of Buyer's use of any goods furnished hereunder, whether or not such claims, damages, losses, and expenses are caused in whole or in part by Seller's negligence, active or passive.

7. Any products delivered to Buyer in violation of the terms of this Agreement shall be returned to Seller at Buyer's expense. In addition, Buyer shall be responsible for all costs of return shipping, including but not limited to (a) freight, (b) insurance, (c) handling, and (d) any other charges. Buyer shall be responsible for all costs of return shipping, including but not limited to (a) freight, (b) insurance, (c) handling, and (d) any other charges.

8. Buyer shall indemnify Seller for all claims, damages, losses, and expenses, including reasonable attorneys' fees, incurred by Seller as a result of Buyer's use of any goods furnished hereunder, whether or not such claims, damages, losses, and expenses are caused in whole or in part by Seller's negligence, active or passive.

9. Seller warrants that all of Seller's products are subject to a three-year warranty period, and that such warranty period shall become in effect if not achieved within 90 calendar days of the delivery of the product to Buyer. If Buyer is not satisfied with the product, Seller shall, at Buyer's option, either (a) replace the product with a new one of the same type and specifications, or (b) refund the purchase price of the product, less any freight charges. Seller's obligation to replace or refund shall be subject to the availability of replacement parts. All three-year warranty terms provided to Buyer shall be kept confidential to the extent the Product is covered by law but in no other way.

10. Seller warrants that all of Seller's products are subject to a three-year warranty period, and that such warranty period shall become in effect if not achieved within 90 calendar days of the delivery of the product to Buyer. If Buyer is not satisfied with the product, Seller shall, at Buyer's option, either (a) replace the product with a new one of the same type and specifications, or (b) refund the purchase price of the product, less any freight charges. Seller's obligation to replace or refund shall be subject to the availability of replacement parts. All three-year warranty terms provided to Buyer shall be kept confidential to the extent the Product is covered by law but in no other way.

11. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state where the applicable project is located without regard to conflicts of laws rules, and specifically including the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement may be brought in the applicable federal or state court where the project is located, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state where the applicable project is located without regard to conflicts of laws rules, and specifically including the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement may be brought in the applicable federal or state court where the project is located, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is a parent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.

14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term

15. The following provisions shall survive termination, cancellation and completed performance of this Agreement, as long as necessary to allow the aggrieved party to fully enforce such clauses: 3, 6, 9, 10, 11 and 12.



**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Notwithstanding anything contained herein to the contrary, Seller shall not be liable for damages or delay arising out of force majeure or circumstances beyond Seller's control. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.** All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
6. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, CRE-KL Malabar Springs LLC, and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all actual and direct liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
7. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
8. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller. In the event of any alleged default by Seller, Owner will provide Seller with at least five (5) days written notice of default and the reasonable opportunity to cure. Should Seller fail to substantially commence efforts to cure the default within said five (5) day period, the Owner will have the right to terminate the Agreement.
9. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.
10. **WARRANTY.** Notwithstanding anything contained herein to the contrary, the manufacturer's warranty only shall apply to all materials purchased by Buyer hereunder. Buyer acknowledges that Seller is a distributor of materials only, and therefore offers no additional warranties. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

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

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Malabar Springs Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_ affirms that the tangible personal property purchased pursuant to a Purchase Order from [Vendor] will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Contractor Agreement*, dated March 24, 2023 with MJC Land Development LLC (Contractor) for the construction of public infrastructure associated with the Malabar Springs Project.

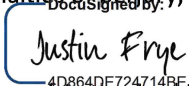
Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

**You must initial each of the following requirements.**

- 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 2. The vendor's invoice will be issued directly to Governmental Entity.
- 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

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

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

DocuSigned by:  
 Senior Land Manager  
 Signature of Authorized Representative Title  
 Justin Frye 2/9/2024  
 Purchaser's Name (Print or Type) Date

Federal Employer Identification Number: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS BIII**


## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.  
NAME: John Scott  
ADDRESS: 250 Springview Commerce Drive, Debary, FL 32713  
TELEPHONE NUMBER: (407) 330-3456
2. Manufacturer or brand, model or specification number of the item.  
**See attached**
3. Quantity needed as estimated by CONTRACTOR. **See attached**
4. The price quoted by the supplier for the construction materials identified above.  
**\$ See attached**
5. The sales tax associated with the price quote. **\$ 0**
6. Shipping and handling insurance cost. **\$ See attached**
7. Delivery dates as established by Contractor. **See attached**

**OWNER: Malabar Springs Community Development District**

DocuSigned by:  Justin Frye Sr. Land Manager Authorized Signature (Title)	1/9/2024 Date
--	------------------

**CONTRACTOR: MJC Land Development LLC**

 Jeff Choquette - VP Authorized Signature (Title)	1/4/2024 Date
--	------------------

**Attachment: Purchase Order and Schedule of Items**

**PURCHASE ORDER**  
**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Malabar Springs Community Development District	Seller:	Hydra Service, Inc.
Address:	c/o 2300 Glades Road, Suite 410 Boca Raton, Florida 33431	Address:	250 Springview Commerce Drive Debary, FL 32713
Phone:	(561) 571-0010	Phone:	(407) 330-3456

"Project"			
Project Name:	Malabar Springs Project	Contract Date:	March 24, 2023, as assigned <u>Dec. 1</u> , 2023
Project Address:	Brevard County, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A. Schedule** – The Goods shall be delivered within TBD days from the date of this Order.  
**Price** – \$ 102,697.00 plus tax  
**Certificate of Exemption #** 85-8018974913C-5

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

**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

Owner DocuSigned by:  
 By: Justin Frye  
 Name: Justin Frye  
 Title: Sr. Land Manager  
 Date Executed: 1/9/2024

**HYDRA SERVICE, INC.**

Seller  
 By: Keaton Heller  
 Name: Keaton Heller  
 Title: General Manager - FL  
 Date Executed: 12/21/23

**EXHIBIT A:** Proposal  
**EXHIBIT B:** Terms and Conditions

## Exhibit A



*Hydra Service, Inc.*  
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive  
Debary, FL 32713  
Phone: 407 330 3456  
Phone: 800 323 1731  
Fax: 407 330 3404

**Sales Representative**  
**Contact Information**  
Cell Phone: 321-266-1079

TO: Malabar Springs CDD

FROM: **John Scott- S2**

ATTN: **MJC Megan**

EMAIL: jscott@hydraservice.net

DATE: **October 27, 2023**

PHONE

QUOTE: **230612-4JS\_102723**

FAX:

REF: **Malabar Springs Palm Bay LS1**

EMAIL: Msullivan@miclanddev.com

ENG FIRM: **COPB**

- 
- 2 ABS Model XFP100E-CB1-PE105/4 submersible pump, 4" disch.  
**14.1HP**, 240 volt, 3phase, CB1 Impeller, w/50' cords, PREMIUM EFFICIENCY MOTOR 5-Year Warranty
  - 2 Lifting Chains - 316SS, 28' Lengths
  - 2 Guide Rails 28' x 2" Diameter, Sch 40 316SS (one piece)
  - 2 Guide Rail Assemblies, 4" Discharge
  - 1 Float Hangar Bracket- 316SS
  - 8 Anchor Bolts, with washers & nuts (316SS) J-Type
  - 2 Lifting Bales (316SS Installed on Pump)
  - 2 Upper Guide Brackets (316SS)
  - 2 Cable Holder, SS, J-Hooks
  - 4 Float Switches, 40' cords, Normally Open
  - 1 set SS Hardware
  - 1 Hatch Cover-48"x 60" (Wet Well), Single Door, Safety Grates
  - 1 Duplex Control Panel, Nema 4X, 316SS, Built Per Palm Bay Specs, with Nema7-Jbox
  - 1 Day Startup Service
  - 1 Freight to Jobsite - Prepaid
  - 1 Set Spare Parts
  - \* Telemetry, with Tower, Installation, Programming and Start-Up Services provided by Contractor\*

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **\*\$102,697.00\*** Excludes all  
STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS  
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.  
ESTMTD DELIVERY **19to24** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE  
APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.  
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER  
IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.  
**ONE** DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT  
FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE \_\_\_\_\_ Review Date: 10/27/23

\_\_\_\_\_  
NAME OF PURCHASER

John Scott  
REVIEWED BY ABS PUMP REP.

**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, CRE-KL Malabar Owner LLC, and its respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.



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

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Malabar Springs Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8018974913C-5, affirms that the tangible personal property purchased pursuant to a Purchase Order from [Vendor] will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Contractor Agreement*, dated March 24, 2023 with MJC Land Development LLC (Contractor) for the construction of public infrastructure associated with the Malabar Springs Project.

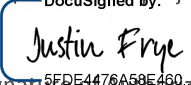
Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

**You must initial each of the following requirements.**

- 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 2. The vendor's invoice will be issued directly to Governmental Entity.
- 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

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

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

DocuSigned by:  
  
 Justin Frye Sr. Land Manager  
 Signature of Authorized Representative Title  
 Justin Frye 1/9/2024  
 Purchaser's Name (Print or Type) Date

Federal Employer Identification Number: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

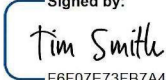
**RATIFICATION**

**ITEMS BIV**

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.  
NAME: Greg Wolf  
ADDRESS: 1878 NW 21<sup>st</sup> Street – Pompano Beach, FL 33069  
TELEPHONE NUMBER: 954-973-0368
2. Manufacturer or brand, model, or specification number of the item.  
**See attached**
3. Quantity needed as estimated by CONTRACTOR. **See attached**
4. The price quoted by the supplier for the construction materials identified above.  
**\$ See attached**
5. The sales tax associated with the price quote. **\$ 0**
6. Shipping and handling insurance cost. **\$ See attached**
7. Delivery dates as established by Contractor. **See attached**

OWNER: **Malabar Springs Community Development District**

Signed by:  10/3/2024  
F6F07E73FB7A44A...  
Authorized Signature (Title) Date

CONTRACTOR: **MJC Land Development LLC**

 Digitally signed by Jeff Choquette  
DN: C=US, E=jeff@mjclanddev.com,  
O="MJC Land Development, LLC",  
CN=Jeff Choquette  
Date: 2024.10.18 16:14:21-04'00'  
Jeff Choquette  
Authorized Signature (Title) Date

**Attachment: Purchase Order and Schedule of Items**

**PURCHASE ORDER  
MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Malabar Springs Community Development District	Seller:	U. S. Concrete Products Corporation
Address:	c/o 2300 Glades Road, Suite 410 Boca Raton, Florida 33431	Address:	1878 NW 21 <sup>st</sup> , Pompano Beach, Florida 33069
Phone:	(561) 571-0010	Phone:	954-973-068

"Project"			
Project Name:	Malabar Springs Project	Contract Date:	March 24, 2023, as assigned _____, 2023
Project Address:	Brevard County, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.  
**Schedule** – The Goods shall be delivered within TBD days from the date of this Order.  
**Price** – \$790,670.00 plus tax  
**Certificate of Exemption #** \_\_\_\_\_

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


**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

Owner

By: Signed by:  
Tim Smith  
 Name: \_\_\_\_\_  
F6F07E73FB7A44A...  
 Sr: Dev Mgr  
 Title: \_\_\_\_\_  
 Date Executed: 10/3/2024

**US Concrete Products Corporation**

Seller

By:   
 Name: \_\_\_\_\_  
 Title: G.M.  
 Date Executed: 9-30-24

- EXHIBIT A:** Proposal
- EXHIBIT B:** Terms and Conditions

Exhibit A

# U.S. Concrete Products Corporation

1878 N.W. 21st Street, Pompano Beach, Florida 33069

Tel: (954) 973-0368 Fax: (954) 973-0394

## Proposal and Purchase Order

No: **US15123**

To: **MALABAR SPRINGS COMMUNITY**  
 DEVELOPMENT DISTRICT  
 2300 GLADES ROAD, SUITE 410  
 BOCA RATON, FL

CN: MALA

Date: 10/30/2023

Job No: Y22-460SD

Terms: 30 Days

Bid Date: 5/16/2022

Revised: 10/30/2023

Job Description: **MALABAR SPRINGS - PH 1 - DRAINAGE STRS**

We propose to furnish on the above job:

Quantity	Description	Unit Price	Total
7	0' - 6' SANITARY M.H. W/USF 225-AS-ORS	2,006	14,042
9	6' - 8' SANITARY M.H. W/USF 225-AS-ORS	2,439	21,951
6	8' - 10' SANITARY M.H. W/USF 225-AS-ORS	2,830	16,980
8	10' - 12' SANITARY M.H. W/USF 225-AS-ORS	3,150	25,200
1	10' - 12' SANITARY M.H. (5') W/USF 230-AA	4,172	4,172
9	12' - 14' M.H. W/USF 230-AA	4,497	40,473
2	14' - 16' M.H. W/USF 230-AA	4,810	9,620
2	16' - 18' M.H. W/USF 230-AA	5,734	11,468
	. GRADE RING 2"@ \$20, 4"@ \$40, 6"@ \$60 RAMNEK-\$95/BOX, NO COATING		
6	TYPE "D" DITCH BOTTOM INLET (DS39, DS40, DS41, DS39A, DS77, DS91C)	1,945	11,670
1	TYPE "H" DITCH BOTTOM INLET (DS1A)	4,009	4,009
4	6' DIA. DITCH BOTTOM INLET (DS42B, DS91B, DS89, DS47)	4,642	18,568
1	72" SQ. DITCH BOTTOM INLET (DS46)	5,529	5,529
4	P2 CURB INLET W/THROAT (DS51, DS54, DS60, DS106)	6,820	27,280
16	P4 CURB INLET W/THROAT	6,135	98,160
2	J2 CURB INLET W/THROAT (DS43, DS91)	8,336	16,672
15	J4 CURB INLET W/THROAT (DS1, DS2, DS44, DS42, DS45, DS48, DS49, DS52, DS55, DS61, DS76, DS87, DS88, DS92, DS107)	7,653	114,795
	. WE WILL MOST LIKELY NOT BE ABLE TO PROVIDE THE THROATS FOR THIS PROJECT. FIGURE A \$4,000 DEDUCT FOR EACH THROAT. THE CASTINGS WILL BE INCLUDED IN THE BASE PORTION. 8 WEEKS STRUCTURE LEAD TIME AND 15 TO 20 LEAD TIME FOR CASTINGS.		
<b>Proposal Total</b>			<b>440,589</b>

**TERMS AND CONDITIONS OF SALE**

Any sale of goods is subject to the Limited Warranty and Remedies set forth below and USCP's other General terms and Conditions of Sale. Any contrary provision in any purchase order or other document of customer is rejected.

**LIMITED WARRANTIES AND REMEDIES**

USCP warrants that, at the time of delivery, the goods sold will conform to the applicable specifications set forth in the Quotation or other sales document by USCP. USCP, MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. If the goods fail to conform, at time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and USCP's entire liability will be, at USCP's election, (i) the repair or replacement by USCP within a reasonable time of the non-conforming goods, f.o.b. USCP's plant, or (ii) the refund of the price paid for the non-conforming goods, end in either case only if USCP receives written notice of the defect or non-conformance within 30 days of the date of delivery of the non-conforming goods. USCP WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. USCP's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.

The above prices are F.O.B. job-site and unloaded by your equipment. Sales tax is not included. Prices are predicated on our receiving the entire order as listed above and prices are firm for a period of 30 days.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

*Purchase Order Acceptance*

Date: \_\_\_\_\_

By: \_\_\_\_\_

U.S. CONCRETE PRODUCTS CORPORATION

# U.S. Concrete Products Corporation

1878 N.W. 21st Street, Pompano Beach, Florida 33069

Tel: (954) 973-0368 Fax: (954) 973-0394

## Proposal and Purchase Order

No: **US15122**

To: **MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT  
2300 GLADES ROAD, SUITE 410  
BOCA RATON, FL**

CN: MALA

Date: 10/23/2023

Job No: Y22-461D

Terms: 30 Days

Job Description: **MALABAR SPRINGS - PH 1 - MASS GRADING ADD TO 22-**

Bid Date: 5/16/2022

Revised: 5/17/2022

We propose to furnish on the above job:

Quantity	Description	Unit Price	Total
1	TYPE "D" DITCH BOTTOM INLET (DS23A)	3,000	3,000
1	48" SQ. JUNCTION BOX (DS187)	2,692	2,692
1	TYPE "G" DITCH BOTTOM INLET (DS84)	5,543	5,543
1	TYPE "H" DITCH BOTTOM INLET (DS85)	5,800	5,800
2	6' x 7' CONTROL STR W/ WEIR (DS146A, DS186)	8,191	16,382
10	P4 CURB INLET W/THROAT (DS23, DS121, DS124, DS144, DS164, DS167, DS170, DS177, DS180, DS183)	6,177	61,770
1	J2 CURB INLET W/THROAT (DS6)	8,219	8,219
33	J4 CURB INLET W/THROAT	7,475	246,675
. PRICES CAN CHANGE UP TO DATE OF APPROVED SHOP DRAWINGS ALL PE STAMPS/CALCS - BY OTHER NONE RAMNEK - \$95 PER CTN IF NEEDED			

**Proposal Total**

**350,081**



**TERMS AND CONDITIONS OF SALE**

~~Any sale of goods is subject to the Limited Warranty and Remedies set forth below and USCP's other General terms and Conditions of Sale. Any contrary provision in any purchase order or other document of customer is rejected.~~

**LIMITED WARRANTIES AND REMEDIES**

~~USCP warrants that, at the time of delivery, the goods sold will conform to the applicable specifications set forth in the Quotation or other sales document by USCP. USCP, MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. If the goods fail to conform, at time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and USCP's entire liability will be, at USCP's election, (i) the repair or replacement by USCP within a reasonable time of the non-conforming goods, f.o.b. USCP's plant, or (ii) the refund of the price paid for the non-conforming goods, and in either case only if USCP receives written notice of the defect or non-conformance within 30 days of the date of delivery of the non-conforming goods. USCP WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. USCP's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.~~

The above prices are F.O.B. job-site and unloaded by your equipment. Sales tax is not included. Prices are predicated on our receiving the entire order as listed above and prices are firm for a period of 30 days.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

*Purchase Order Acceptance*

Date: \_\_\_\_\_

By: \_\_\_\_\_

U.S. CONCRETE PRODUCTS CORPORATION

**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
8. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
9. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

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

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Malabar Springs Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_ affirms that the tangible personal property purchased pursuant to a Purchase Order from [Vendor] will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Contractor Agreement*, dated March 24, 2023 with MJC Land Development LLC (Contractor) for the construction of public infrastructure associated with the Malabar Springs Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

**You must initial each of the following requirements.**

- 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 2. The vendor's invoice will be issued directly to Governmental Entity.
- 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

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

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.


Sr: Dev Mgr  
 Signature of Authorized Representative Title  
10/3/2024

Purchaser's Name (Print or Type) Date  
  
 Federal Employer Identification Number: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**

**ITEMS C**

## EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Malabar Springs Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

**NOW, THEREFORE**, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.


Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

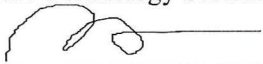
This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Malabar Springs Community Development District

By:   
Print: Michael Caputo  
Title: Chairperson  
Date: September, 2024

Disclosure Technology Services, LLC

By:   
Print: Michael Klurman  
Title: Vice President  
Date: 08-19-24

## Exhibit A – Fee Schedule

### Annual License Fee:

1. \$2,500 per annum, per bond issue with 2025 reporting year payable at Bond Closing.

## Exhibit B – CDD Addendum

**The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):**

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

**IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Wrathell Hunt & Associates, 2300 Glades Rd, Ste, 410W, Boca Raton, FL 33431**

**LIMITATIONS ON LIABILITY.** Nothing in the 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 or law, 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.

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



**E-VERIFY.** DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**MALABAR SPRINGS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2025**

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 11,438	\$ -	\$ -	\$ 11,438
Investments	-			
Reserve	-	1,302,853	-	1,302,853
Prepayment	-	947	-	947
Construction	-	-	5,128,170	5,128,170
Cost of issuance	-	6	-	6
Undeposited funds	-	780,843	337	781,180
Due from Landowner	4,897	494,543	-	499,440
Total assets	<u>\$ 16,335</u>	<u>\$2,579,192</u>	<u>\$5,128,507</u>	<u>\$ 7,724,034</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 10,096	\$ -	\$ -	\$ 10,096
Contracts payable	-	-	8,279	8,279
Retainage Payable	-	-	1,337,531	1,337,531
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>16,096</u>	<u>-</u>	<u>1,345,810</u>	<u>1,361,906</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	4,897	494,543	-	499,440
Total deferred inflows of resources	<u>4,897</u>	<u>494,543</u>	<u>-</u>	<u>499,440</u>
Fund balances:				
Restricted for:				
Debt service	-	2,084,649	-	2,084,649
Capital projects	-	-	3,782,697	3,782,697
Unassigned	(4,658)	-	-	(4,658)
Total fund balances	<u>(4,658)</u>	<u>2,084,649</u>	<u>3,782,697</u>	<u>5,862,688</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 16,335</u>	<u>\$2,579,192</u>	<u>\$5,128,507</u>	<u>\$ 7,724,034</u>

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 5,289	\$ 32,174	\$ 348,365	9%
Total revenues	<u>5,289</u>	<u>32,174</u>	<u>348,365</u>	9%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording**	4,000	24,000	48,000	50%
Legal	755	1,099	25,000	4%
Engineering	-	1,935	5,000	39%
Audit*	-	-	4,075	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	500	1,000	50%
Emma Software service	-	-	2,500	0%
Trustee*	-	-	5,500	0%
Telephone	17	100	200	50%
Postage	-	-	500	0%
Printing & binding	42	250	500	50%
Legal advertising	-	507	2,000	25%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	90	537	500	107%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>4,987</u>	<u>35,218</u>	<u>101,865</u>	35%
<b>Field operations</b>				
Field operations management	-	-	13,500	0%
Field operations accounting	-	-	3,500	0%
Wet pond maintenance	-	-	20,000	0%
Conservation area maintenance	-	-	4,000	0%
Entryway maintenance	-	-	6,000	0%
Entryway electricity	-	-	3,000	0%
Landscape inspection	-	-	18,000	0%
Landscape maintenance	-	-	75,000	0%
Plant replacement	-	-	7,500	0%
Irrigation repairs	-	-	2,500	0%
Irrigation water supply electricity	-	-	16,000	0%
Irrigation pump maintenance	-	-	7,500	0%
Walking trail maintenance	-	-	5,000	0%
Streetlighting	-	-	50,000	0%
Roadway maintenance	-	-	5,000	0%
Contingencies	-	-	10,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>246,500</u>	0%
Total expenditures	<u>4,987</u>	<u>35,218</u>	<u>348,365</u>	10%
Excess/(deficiency) of revenues over/(under) expenditures	302	(3,044)	-	
Fund balances - beginning	(4,960)	(1,614)	-	
Fund balances - ending	<u>\$ (4,658)</u>	<u>\$ (4,658)</u>	<u>\$ -</u>	

\*These items will be realized after the issuance of bonds.

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED MARCH 31, 2025**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Assessment levy: off-roll	\$ 780,842	\$ 780,842
Interest	4,019	27,077
Total revenues	<u>784,861</u>	<u>807,919</u>
<b>EXPENDITURES</b>		
Interest	-	141,905
Total expenditures	<u>-</u>	<u>141,905</u>
Excess/(deficiency) of revenues over/(under) expenditures	784,861	666,014
Fund balances - beginning	<u>1,299,788</u>	<u>1,418,635</u>
Fund balances - ending	<u>\$ 2,084,649</u>	<u>\$ 2,084,649</u>

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 25,724	\$ 293,874
Total revenues	25,724	293,874
 <b>EXPENDITURES</b>		
Construction costs	1,765,804	11,882,374
Total expenditures	1,765,804	11,882,374
 Excess/(deficiency) of revenues over/(under) expenditures	(1,740,080)	(11,588,500)
 Fund balances - beginning	5,522,777	15,371,197
Fund balances - ending	\$ 3,782,697	\$ 3,782,697

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES A**



**DRAFT**

**MINUTES OF MEETING  
MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Malabar Springs Community Development District held a Public Hearing and Regular Meeting on August 20, 2024 at 11:00 a.m., at B.S.E. Consultants, Inc., 312 South Harbor City Boulevard, Suite 4, Melbourne, Florida 32901.

**Present were:**

Michael Caputo	Chair
Timothy Smith	Vice Chair
Jon Seifel	Assistant Secretary
William Fife (via telephone)	Assistant Secretary

**Also present:**

Andrew Kantarzhi	District Manager
Cindy Cerbone (via telephone)	Wrathell, Hunt and Associates, LLC
Ashley Ligas (via telephone)	District Counsel
Ana Saunders	District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Kantarzhi called the meeting to order at 11:02 a.m.

Supervisors Caputo, Smith and Seifel were present. Supervisors Fife attended via telephone. Supervisor Frye was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2024/2025 Budget**

**A. Affidavit of Publication**

39 The affidavit of publication was included for informational purposes.

40 **B. Consideration of Resolution 2024-07, Relating to the Annual Appropriations and**  
41 **Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending**  
42 **September 30, 2025; Authorizing Budget Amendments; and Providing an Effective**  
43 **Date**

44 Mr. Kantarzhi presented Resolution 2024-07. He noted the proposed Fiscal Year 2025  
45 budget differs from the one presented at the May meeting. He reviewed the revised proposed  
46 Fiscal Year budget, highlighting increases, decreases and adjustments, compared to the Fiscal  
47 Year 2024 budget.

48

49 **On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor, the**  
50 **Public Hearing was opened.**

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53 No affected property owners or members of the public spoke.

54

55 **On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor, the**  
56 **Public Hearing was closed.**

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59 **On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor,**  
60 **Resolution 2024-07, Relating to the Annual Appropriations and Adopting the**  
61 **Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September**  
62 **30, 2025; Authorizing Budget Amendments; and Providing an Effective Date,**  
63 **was adopted.**

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66 **FOURTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2024/2025**  
**Budget Funding Agreement**

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69 Mr. Kantarzhi presented the Fiscal Year 2024/2025 Budget Funding Agreement.

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71 **On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor, the**  
72 **Fiscal Year 2024/2025 Budget Funding Agreement, was approved.**

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75 **FIFTH ORDER OF BUSINESS**

76 **Consideration of Resolution 2024-04,**  
77 **Designating Dates, Times and Locations for**  
78 **Regular Meetings of the Board of**  
79 **Supervisors of the District for Fiscal Year**  
80 **2024/2025 and Providing for an Effective**  
81 **Date**

82 Mr. Kantarzhi presented Resolution 2024-04. Mr. Fife asked about securing another  
83 meeting location. Mr. Kantarzhi stated he contacted a nearby hotel and is still confirming the  
84 dates; as soon as the dates are finalized, Staff will make the change and notify the Board.

85  
86 **On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor,**  
87 **Resolution 2024-04, Designating Dates, Times and Locations for Regular**  
88 **Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025**  
89 **and Providing for an Effective Date, was adopted.**

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92 **SIXTH ORDER OF BUSINESS**

93 **Consideration of Goals and Objectives**  
94 **Reporting [HB7013 - Special Districts**  
95 **Performance Measures and Standards**  
96 **Reporting]**

97 Mr. Kantarzhi presented the Memorandum explaining the new requirement for special  
98 districts to develop goals and objectives annually and develop performance measures and  
99 standards to assess the achievement of the goals and objectives. Community Communication  
100 and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and  
101 Accountability will be the key categories to focus on for Fiscal Year 2025. He presented the  
102 Performance Measures/Standards & Annual Reporting Form developed for the CDD, which  
103 explains how the CDD will meet the goals.

104  
105 **On MOTION by Smith and seconded by Mr. Caputo, with all in favor, the Goals**  
106 **and Objectives and the Performance Measures/Standards & Annual Reporting**  
107 **Form, were approved.**

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109 **SEVENTH ORDER OF BUSINESS**

110 **Acceptance of Unaudited Financial**  
111 **Statements as of June 30, 2024**

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**On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.**

**EIGHTH ORDER OF BUSINESS**

**Approval of May 21, 2024, Regular Meeting and Audit Committee Meeting Minutes**

**On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor, the May 21, 2024, Regular Meeting and Audit Committee Meeting Minutes, as presented, were approved.**

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: Kutak Rock LLP**

There was no report.

**B. District Engineer (Interim): B.S.E. Consultants**

Ms. Saunders stated construction has commenced.

**C. District Manager: Wrathell, Hunt and Associates, LLC**

- **NEXT MEETING DATE: September 17, 2024 at 11:00 AM**
- **QUORUM CHECK**

The next meeting will be held on September 17, 2024, unless cancelled.

**TENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**ELEVENTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Smith and seconded by Mr. Caputo, with all in favor, the meeting adjourned at 11:08 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES B**







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Secretary/Assistant Secretary

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Chair/Vice Chair

**MALABAR SPRINGS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE**

**LOCATION(S)**

*B.S.E. Consultants, Inc., 312 South Harbor City Boulevard, Suite 4, Melbourne, Florida 32901*

*<sup>1</sup>AtkinsRéalis 2671 W. Eau Gallie Boulevard, Melbourne, Florida 32935*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 15, 2024 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>November 5, 2024<sup>1</sup></b>	<b>Landowners' Meeting</b>	<b>11:15 AM</b>
<b>November 19, 2024 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>December 17, 2024 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>January 21, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>February 18, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>March 18, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>April 15, 2025 CANCELED</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>May 20, 2025</b>	<b>Regular Meeting</b> <i>Presentation of FY2026 Proposed Budget</i>	<b>11:00 AM</b>
<b>June 17, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>July 15, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>August 19, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>September 16, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>