

***VILLAGES OF WESTPORT***  
*Community Development District*

*JANUARY 27, 2025*

# *AGENDA*

# Villages of Westport Community Development District

475 West Town Place

Suite 114

St. Augustine, Florida 32092

*District Website:* [www.villagesofwestportcdd.com](http://www.villagesofwestportcdd.com)

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January 20, 2025

Board of Supervisors  
Villages of Westport Community Development District

Dear Board Members:

The Villages of Westport Community Development District Meeting is scheduled for **Monday, January 27, 2025 at 5:30 p.m.** at the Highlands Regional Library, 1826 Dunn Avenue, Jacksonville, Florida 32218.

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comments (*regarding agenda items below*)
- III. Organizational Matters
  - A. Oath of Office for Newly Elected Supervisor
  - B. Appointment of Supervisors to Fill Expired Term of Office (Seat 1)
  - C. Oath of Office for Newly Appointed Supervisor
  - D. Election of Officers, Resolution 2025-01
- IV. Closed Session: Vector Presentation and Recommendations Regarding Security System\*
- V. Consideration of Proposal from Vector Security
- VI. Brightview Update
- VII. Discussion Items:
  - A. Suspension Letters
  - B. Detailed Billing on Future Vendor Invoices

- C. Payment to Vesta
- D. Amenity Center Policies
- VIII. Ratification of Agreement with Florida Community Specialists, LLC
- IX. Ratification of Agreement with Poolsure for Pool Maintenance Services
- X. Consideration of License Agreement with The Westport Villages Property Owners' Association, Inc. Regarding the Use of District Property
- XI. Proposal Tracker
- XII. Consideration of Proposals
  - A. Badge Printer from Johnson Controls
  - B. Conserva Irrigation Proposal for Annual Irrigation Maintenance
  - C. Beaches Electrical Service for Additional Motion Sensor Flood Lighting
  - D. FCC for Entryway Monuments, Repair, Seal and Paint
  - E. Pool Resurfacing Proposals
    - 1. CBuss
    - 2. Crown Pools
    - 3. Epic Pools
  - F. Brightview for Landscape Enhancements
    - 1. Privacy Hedge around Amenity Center Pool
    - 2. Enhancements at Monument Signs
    - 3. Enhancements at Amenity Center
  - G. Pool Pump Impeller Repair
    - 1. CBuss
    - 2. Crown Pools
  - H. G-Force Proposal for Sealing and Striping the Parking Lot
- XIII. Fiscal Year 2026 Budget Guidance (proposed budget to be presented 04/28/25)
- XIV. Staff Reports

- A. Manager
  - B. Attorney – CDD101
  - C. Operation Manager - Report
- XV. Supervisor’s Request
- XVI. Public Comments
- XVII. Approval of Consent Agenda
- A. Approval of the Minutes of the October 28, 2024 Meeting
  - B. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending December 31, 2025
  - C. Assessment Receipt Schedule
  - D. Approval of Check Register
- XVIII. Next Scheduled Meeting – April 28, 2025 @ 5:30 p.m. @ Highlands Regional Library
- XIX. Adjournment

*\* Florida law requires Board discussions related to the District’s security system, as well as any discussions that would reveal the operations of the security system, types of equipment, and/or locations, to be held in a closed session, per Section 119.071(3)(a) and Section 286.0113(1) of the Florida Statutes. Only the Board and staff can be present for discussion of this agenda item.*

*THIRD ORDER OF BUSINESS*

*B.*

Cary-Ann Thomas

Caryann.g.thomas@gmail.com

843-532-2790

21 Jan 2025

Villages of Westport, Community Development Board

Dear Danylle Conner and Members of the Board,

I am writing to express my interest in the Community Development District Board Member position for the Villages of Westport. I have 20+ years of experience with the Department of Defense (DOD) and now the United States Department of Agriculture (USDA), negotiating and writing government contracts for construction projects, supplies, and multi-year service agreements. With this experience, I have gained extensive knowledge in interpreting federal acquisition law and managing operational budgets. I have also gained an understanding of government operations and the intricacies of public policy.

I am a certified Project Management Professional (PMP) with a Six Sigma Yellow Belt certification, and I am committed to continuous improvement initiatives that promote efficiency, accountability, and sustainability. Having lived in various states, I have gained a broad perspective on diverse community dynamics and their unique challenges. As a recent military retiree, I am eager to establish roots in Jacksonville and leverage my experience to support fellow property owners and community members.

Thank you for considering my application for the Community Development District Board Member position. I'm committed to understanding the specific needs of our community and enacting positive changes that will benefit all residents. I look forward to the opportunity to discuss this opportunity further.

Warm regards,

//Signed//

Caryann Thomas (Resident VoWP)

<https://www.linkedin.com/in/cary-ann-thomas/>



CARY-ANN THOMAS

Email: [caryann.g.thomas@gmail.com](mailto:caryann.g.thomas@gmail.com)

Phone: 843-532-2790

LinkedIn: <http://linkedin.com/in/cary-ann-thomas>

## OBJECTIVE

Results-focused, deadline-driven **Senior Contracts (Procurement) Manager** with over a decade of experience in **Government contracting** in the US Air Force (USAF). Possess unrelenting integrity, time management, and the initiative to drive consistent organizational operations successes through innovative solutions, analyzing risk, generating white papers and financial reports, and providing customized data solutions for clients. Skilled in fostering diverse collaborative business relationships and providing advisory support to multi-functional teams to deliver tangible results. Adept at ensuring alignment of project objectives to ensure business development through contract development, precise contract negotiations, and proposal preparation, delivering mitigation strategies and comprehensive solutions within contractual parameters. **Career supported by Active Secret Security Clearance**

## SKILLS & ABILITIES

- 
- Government Contracts Management
  - Performance Management
  - Project Management
  - Negotiation
  - Management Control
  - Strategic Planning

## EXPERIENCE

### OCT CONSULTING

### Contract Specialist

Jul 2024 – Present

- Contract Specialist supporting USDA Farm Production and Conservation contract awards by assessing proposals, negotiating contract terms, and monitoring vendor performance across three states.
- Administers 34 contract actions, identified and rectified discrepancies, and implemented compliance solutions to assure contract legality IAW federal guidance.
- Review and evaluate contract changes, develop project milestones, use multiple contract vehicles, and support socio-economic requirements to award contracts for USDA soil Scientists.

### TRANSUNION Fellowship)

### Marketing Solutions Specialist Consultant (Military

Jan 2024 – Mar 2024

- Analyzed external client requirements and examined large data sets to deliver data-driven strategies aligned with corporate policies for successful advertising campaigns.
- Coordinated a \$700K consulting agreement contract, developed data solutions, and used basic accounting principles to safeguard prompt billing for three corporate multi-media companies.
- Evaluated analytical models and curated data, using various systems and interfaces, such as JIRA, Salesforce, and DocuSign, to analyze data sets and develop predictive models to mitigate risks for marketing solutions.

US AIR FORCE (Nov 2003 - Mar 2024)

Mar 2022 - Jan 2024

### **Senior Contracts & Operations Manager**

- Led the organization's procurement operations, a staff of 45, conducted organizational analysis, established succession and long-range strategies, and rectified performance gaps, named the # 1 of 77 USAF Contracting units.
- Managed a \$502M contract portfolio, advised eight senior executives, and recommended tangible solutions that shaped acquisition strategies to sustain operations in 183 facilities.
- Developed comprehensive compliance program, audited 22 client operations, provided customer-focused strategic analyses and written recommendations for proposal methods, financially sound solutions, effective use of GSA schedules, subcontracts, government purchase cards, and other streamlined procurements to reduce freight delivery from 100 days to less than 20 days for assets below \$25K.

Mar 2021 - Feb 2022

### **Regional Acquisition Programs Manager**

- Oversaw 11 regional offices, directed seven audits and benchmarked acquisition functions and metrics, improving standard operating procedures leading to four regional award recognitions.
- Created an agency-level (USAF) incident response training for 5,000+ contracting employees; utilized LMS systems to educate personnel on contract policies and procedures for working local government officials to assess risk, determine the fair cost, prices, and fees negotiating strategies to expedite responses, and solve business issues crisis response in austere environments.
- Air Force Southern's (AFSOUTH) liaison for confidential agreements to drive contingency contracts, rectifying humanitarian response errors in campaign plans, expediting confidential information to reinforce US support to 5 Caribbean islands, resolving a 2-year requirement.

Jul 2016 - Feb 2021

### **Supervisory Contracting Officer**

- Headed a \$5M Managed care contract portfolio, secured 11,000 hours of healthcare services for the USAF and US Navy, and saved the installation \$45K annually in outsourcing costs.
- Managed day-to-day operations and workload for accuracy in contract administration; approved requisitions; executed effective negotiation strategies while upholding ethics and providing stellar customer service.
- Negotiated fixed-price contracts and subcontracts and authored requests for information, quotes, and proposals (RFI, RFQ, RFP) for repairs to \$7.8B infrastructure and 44 C-17 aircraft.
- Administered contract systems database, assessed user inputs, remedied deficiencies, and refined accounts to improve the buying processes for 18 international coalition nation partners.

Jul 2011 – Jul 2016

### **Contract Specialist; Strategic Sourcing Contracts**

- Offered strategic sourcing contract solutions at 71 USAF bases, finding 45 vendors' portfolios for teaming strategy, using a benchmarked analysis tool on contracts valued at \$85M.
- Evaluated spend analyses and vendor capability statements to generate category management reports showing cost savings for USAF's strategic sourcing contracts valued at \$280M.
- Collaborated with multi-functional stakeholders to bolster client relationships and resolve business disputes, conveyed procurement statuses, responded to data calls, and briefed executive leaders on the USAF's commitment to a \$747M USAF strategic sourcing goal.

## **EDUCATION & FORMAL TRAINING**

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**Master Arts (M.A.) Executive Leadership; Human Services Counseling** | Liberty University  
**Bachelor of Arts (B.A.) Organizational Management** | Ashford University | Magna Cum Laude  
**Project Management Professional (PMP)** | Project Management Institute  
**DAWIA Level I & II** | Defense Acquisition University | Contracting/Procurement Certification  
**Lean Six Sigma -Yellow Belt (ICYB)** | University of South Florida

*D.*

**RESOLUTION 2025-01**

**A RESOLUTION DESIGNATING OFFICERS OF THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Villages of Westport Community Development District at a regular business meeting held on January 27, 2025 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
<u>Darrin Mossing</u>	Secretary
<u>Darrin Mossing</u>	Treasurer
<u>Patti Powers</u>	Assistant Treasurer
<u>James Oliver</u>	Assistant Treasurer
<u>Marilee Giles</u>	Assistant Treasurer
<u>Daniel Laughlin</u>	Assistant Treasurer
<u>Matthew Biagetti</u>	Assistant Treasurer
<u>Daniel Laughlin</u>	Assistant Secretary
<u>James Oliver</u>	Assistant Secretary
<u>Marilee Giles</u>	Assistant Secretary
<u>Matthew Biagetti</u>	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

**PASSED AND ADOPTED THIS 27TH DAY OF JANUARY, 2025.**

\_\_\_\_\_  
Chairman / Vice Chairman

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

*SEVENTH ORDER OF BUSINESS*

*D.*

VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT  
(“District”)

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Policies and Fees  
for the  
Amenity Facilities  
Adopted – June 5, 2014  
Revised – June 27, 2024

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Villages of Westport Amenity Center  
Jacksonville, Florida

## DEFINITIONS

**"Amenity Facilities" or "Amenity"**- shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the pool, fitness center, tot lot, basketball court, and multi-purpose field, together with their appurtenant facilities and areas.

**"Amenity Facilities Policies" or "Policies"** – shall mean these Amenity Facilities Policies of the Villages of Westport Community Development District, as amended from time to time.

**"Amenity Manager"** – shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors.

**"Annual User Fee"**- shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**"Board of Supervisors" or "Board"** – shall mean the Villages of Westport Community Development District's Board of Supervisors.

**"District"** – shall mean the Villages of Westport Community Development District.

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

**"Guest"** – shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of the Amenity Facilities.

**"Household"** – shall mean all individuals collectively residing in a home located within the Villages of Westport Community Development District.

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

**"Patron" or "Patrons"** – shall mean Residents, Guests, and Non-Resident Users who are eighteen (18) years of age and older.

**"Property Owner"** – shall mean that person or persons having fee simple ownership of land within the Villages of Westport Community Development District.

**"Renter"** – shall mean any tenant residing in a Property Owner's home pursuant to a valid rental or lease agreement.

**"Resident"** – shall mean any person or persons residing in a home within the Villages of Westport Community Development District that is a Property Owner or a Renter assigned user privileges pursuant to the policies set forth herein.



## **VILLAGES OF WESTPORT ANNUAL USER FEE**

The Annual User Fee for any Non- Resident is \$2,000.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by the Non- Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation and maintenance of the amenity facilities. The use of the Amenity Facility is not available for commercial purposes without Board approval.

### **GUESTS**

1. Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Polices as set forth by the District could result in loss of that Patron's privileges and membership.
2. Each Household or Non-Resident User may bring no more than five (5) persons as guests to the Amenities at one time.

### **RENTER'S PRIVILEGES**

1. Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owner's Amenity Facilities privileges.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
3. During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
4. Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the depportment of their respective Renter.
5. Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

## **KEY CARD ACCESS**

1. A facility Key Card will be issued to a property owning entity at the time they are closing upon property within the District. The fee for the initial card will be \$10.00. Proof of property ownership shall be required initially and maybe required annually thereafter. All Patrons must use their Key Card for entrance to the Amenity Facilities. The Key Card should not be given to non-residents.
2. For damaged Key Cards, the property owners will have to pay \$30.00 to replace the damaged card. Please contact the District Manager for instructions on how to obtain a replacement Key Card. Damaged Key Cards must be mailed to the District Manager's office prior to obtaining a replacement.
3. For lost or stolen Key Cards, the property owner will have to pay \$50.00 to obtain a new Key Card. Please contact the District Manager to initiate the replacement process. Please note that the lost or stolen Key Card will be deactivated for security reasons.

## **GENERAL FACILITY PROVISIONS**

All Patrons using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

1. Children under eighteen (18) years of age must be accompanied at all times by a guardian or adult Patron over eighteen (18) years of age.
2. Dogs and all other pets (other than service animals) are not permitted at the Amenity Facilities.
3. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
4. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
5. The Board of Supervisors (as an entity), the District Manager, and the District Manager's designees shall have full authority to enforce these policies.
6. Smoking is not permitted at any of the Villages of Westport Amenity Facilities or lands.

7. Glass and other breakable items are not permitted at the Amenity Facilities.
8. Patrons and their Guests shall treat all District Staff members with courtesy and respect.
9. Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
10. The District will not offer childcare services to Patrons at any of the Amenity Facilities.
11. Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, basketball courts, multi-purpose fields, tot lot area, and sidewalks surrounding these areas.
12. Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
13. Alcoholic beverages are not permitted at any District owned facility or property at any time.
14. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
15. Unless otherwise authorized by the Board, the Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
16. Firearms or any other weapons are not permitted in any of the Amenity Facilities.
17. The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
18. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
19. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each Patron, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
2. No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).
3. Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
4. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

## **AMENITY FACILITY OPERATIONS**

*Hours:* The District Amenity Facilities' daily hours of operation are from 30 minutes after sunrise to 30 minutes before sunset. The Amenity Center will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Amenity Center will also close early at the discretion of Amenity Staff on Christmas Eve and New Years Eve.

*Emergencies:* After contacting 911 if required, all emergencies and injuries must be reported to the

District Manager at (904) 940-5850 ext. 401.

*District Equipment:* All equipment owned by the District and available for use by Patrons must remain in the Amenity Facilities. Should the equipment be damaged, have missing pieces or be in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

## **GENERAL SWIMMING POOL RULES**

***There is no lifeguard on duty- swim at your own risk.***

1. Children under eighteen (18) years of age must be accompanied at all times by a guardian or adult Patron during usage of the pool facility.
2. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
3. Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
4. Radios, tape players, CD players, MP3 players, music devices of any type, and televisions are not permitted unless they are personal units equipped with headphones.
5. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
6. Showers are required before entering the pool.
7. Alcohol, glass containers, food, and drink are prohibited.
8. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
9. The District Manager or its designee is authorized to direct the discontinued usage of play equipment, such as snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
10. Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
11. Pets (other than service animals), bicycles, skateboards, roller blades, scooters and golf

carts are not permitted on the pool deck area or inside the Amenity Facilities.

12. The District Manager or its designee reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
13. Any person swimming during non-posted swimming hours may be suspended from using the facility.
14. Proper swim attire (no cutoffs) must be worn in the pool.
15. No chewing gum is permitted in the pool or on the pool deck area.
16. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
17. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
18. Radio controlled water craft are not allowed in the pool area.
19. Pool entrances must be kept clear at all times.
20. No swinging on ladders, fences, or railings is allowed.
21. Pool furniture is not to be removed from the pool area.
22. Loud, profane, or abusive language is absolutely prohibited.
23. No physical or verbal abuse will be tolerated.
24. Tobacco products are not allowed in the pool area.
25. Illegal drugs are not permitted.
26. The District is not responsible for lost or stolen items.
27. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
28. The Amenity Center pool area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.
29. The Amenity Center pool may not be used by any Patron who is under the influence of

alcohol or drugs.

30. No floating or climb-on toys allowed

### **SWIMMING POOL: FECES POLICY**

1. If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
2. Parents should take their children to the restroom before entering the pool.
3. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

### **BASKETBALL COURT POLICIES**

*Please note that the Basketball Facility is an unattended facility and persons using the facility do so at their own risk.*

*Hours:* The Basketball Facility is available for use by Patrons from 30 minutes after sunrise to 30 minutes before sunset. The Basketball Facility may not be used after dark. No access will be allowed, by a Patron or any other person, before or after Basketball Facility hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire Household.

*Eligible Users:* Children under thirteen (13) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Basketball Facility. Patrons may be accompanied by up to five (5) guests.

*Emergencies:* All emergencies and injuries must be reported to the District Manager at (904) 940-5850 ext. 401.

*Proper Attire:* Proper basketball or athletic shoes and attire are required at all times while on the courts. No black soled shoes. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants. No cutoffs, swimsuits, or jeans allowed at the facility.

*Reservations:* Reservations are not accepted for use of the basketball courts. This facility is on a first come, first serve basis. Use of a basketball court is limited to one (1) hour when others are waiting.

*General Policies:*

1. Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
2. Persons using the basketball facility must supply their own equipment.
3. The basketball facility is for the play of basketball only. Pets, roller blades, bikes, skates,

- skateboards, and scooters are prohibited from use at the facility.
4. Beverages are permitted at the basketball facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball courts. Alcoholic beverages are not permitted on basketball courts.
  5. No chairs other than those provided by the District are permitted on the basketball courts.

### **MULTI-PURPOSE FIELD POLICIES**

***Please note that the Multi-Purpose Field is an unattended facility and persons using the Multi-Purpose Field do so at their own risk.***

*Hours:* The Multi-Purpose Field shall be available for use from 30 minutes after sunrise until 30 minutes before sunset. No access will be allowed, by a Patron or any other person, before or after Multi-Purpose Field hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire Household.

*Eligible Users:* Patrons and guests thirteen (13) years of age and older are permitted to use the Multi-Purpose Field. Children under thirteen (13) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Multi-Purpose Field. Patrons may be accompanied by up to five (5) guests.

*Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager at (904) 940-5850 ext. 401.

*Reservations.* This facility is on a first come, first serve basis, unless reserved in accordance with the Facility Rental Policies described herein. Use of a field is limited to one (1) hour when others are waiting.

*General Policies:*

1. The Multi-Purpose Field is not to be used for events other than athletic events, Board approved reservations, or District sponsored events.
2. Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Multi-Purpose Field at any time.
3. Alcoholic beverages, glass containers and other breakable items are prohibited.
4. The use of profanity or disruptive behavior is prohibited.
5. Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
6. Persons using the Multi-Purpose Field must clean up all food, beverages and miscellaneous trash brought to the Multi-Purpose Field.



7. Use of the Multi-Purpose Field may be limited from time to time due to a District-sponsored event.

## **FITNESS CENTER POLICIES**

***Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.***

*Hours:* The Fitness Center is open for use by Patrons and guests during the hours of 30 minutes after sunrise until 30 minutes before sunset daily. No access will be allowed, by a Patron or any other person, before or after Fitness Center hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire Household.

*Eligible Users:* Patrons eighteen (18) years of age and older are permitted to use the Fitness Center during designated operating hours. Children under eighteen (18) years of age must be accompanied at all times by a guardian or adult Patron over eighteen (18) years of age during usage of the Fitness Center.

*Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager at (904) 940-5850 ext. 401.

*Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids; alcoholic beverages are not permitted. Smoking is not permitted in the Fitness Center.

*General Policies:*

1. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
2. Each individual is responsible for wiping off fitness equipment after use.
3. Use of personal trainers is permitted in the Fitness Center per approval of the District Manager.
4. Hand chalk is not permitted to be used in the Fitness Center.
5. Radios, tape players, music devices of any type, and CD players are not permitted unless they are personal units equipped with headphones.
6. No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.

7. Weights or other fitness equipment may not be removed from the Fitness Center.
8. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
9. Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
10. Please replace weights to their proper location after use.
11. Free weights are not to be dropped and should be placed only on the floor or on the equipment made specifically for storage of the weights.

### **DISTRICT TOT LOT POLICIES**

1. Children under thirteen (13) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the tot lot.
2. No roughhousing on the tot lot.
3. Persons using the tot lot must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
4. The use of profanity or disruptive behavior is absolutely prohibited.
5. Patrons who use the tot lot do so at their own risk.
6. The tot lot may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

### **FISHING POLICY**

Patrons may not fish from any lake/retention pond within the District. No watercrafts of any kind are allowed in these bodies of water except for lake maintenance vehicles. Any violation of this policy will be reported to the local authorities. Swimming is also prohibited in any of the waters. Please use the pools at the Amenity Facilities for swimming. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

### **FACILITY RENTAL POLICIES**

Patrons, ages eighteen (18) years and older, may reserve certain portions of the Amenity Facilities for community and private events. The daily guest limits referenced on page 3 of these Policies shall not apply to guests attending a Patron sponsored function at a rented Amenity Facility. Generally, only one (1) room or portion of an Amenity Facility is available for rent at any given time; however, recurring events may be approved at the discretion of the District Manager.

Reservations may not be made more than three (3) months prior to the event. In addition, each Patron may rent a portion of the Amenity Facility only once per quarter of the calendar year. Patrons interested in doing so should contact the District Manager regarding the anticipated date and time of the event to determine availability. Please note the Amenity Facilities are unavailable for Community Use or private events during times when the Amenity Center is being utilized for a District-sponsored event and on the following holidays:

New Year's Day	Easter Sunday	Memorial Day
4 <sup>th</sup> of July	Labor Day	Thanksgiving

- (1) **Available Facilities:** The following areas of the Amenity Facilities are available for Community Use and private events for up to six (6) total hours (including set-up and post-event cleanup). A refundable damage deposit of Five Hundred Dollars (\$500.00) shall be required, and the following rental fees shall apply:

Facility	Capacity	Fee
Multi-Purpose Field (Whole Field)	100 persons	\$150
Picnic Area by Playground	50 persons	\$150

**The Patron renting any portion of the Amenity Facilities shall be responsible for any and all damage and expenses arising from the event.**

- (2) **Reservations:** Patrons, ages eighteen (18) years and older, interested in reserving an Amenity Facility for Community Use or private event must submit to the District Manager a completed Facility Use Application which must include the name and contact information of the individual that will be responsible and accountable for the event.

At the time of submission, two (2) checks or money orders (no cash) made out to the Villages of Westport Community Development District shall be submitted to the District Manager in order to reserve the desired area of the Amenity Facility. One (1) check shall be in the amount of the facility rental fee referenced above and the other check shall be in the amount of Five Hundred Dollars (\$500.00) as a refundable damage deposit.

The District Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. The Board may, in its sole discretion, waive room rental fees for at the request of the District Manager or any Patron.

- (3) **Deposit:** As stated above, a refundable damage deposit in the amount of Five Hundred Dollars (\$500.00) is required at the time the reservation is requested through submission of a Facility Use Application. Damage deposits will be refunded in full provided:
- (a) There is no damage to District Property, Amenity Facility, and its furnishings;
  - (b) Garbage and trash are removed and placed in the dumpster;
  - (c) All displays, favors or remnants of the event are removed;

- (d) Furniture and other items are restored to their original position;
- (e) Counters, table tops and sink are cleaned and wiped down;
- (f) Trash can liners are replaced;
- (g) The refrigerator and all cabinets/appliances used are cleaned and wiped down; and
- (h) In the event of any damage it must be reported immediately to the District Manager.

Failure to comply with such rules, policies, and directions may result in the forfeiture of a Patron's deposit and/or privileges to use of the Amenity Facilities.

If additional cleaning of the Amenity Facility is required, the Patron signing the Facility Use Application for the Amenity Facility will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to return, if any.

Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated by the Patron at the time of submittal of the Facility Use Application. Photo identification shall be required for the return of deposit checks.

**(4) General Policies:**

- (a) No decorations may be affixed to the walls, doors or any fixtures.
- (b) Patron and Patron's Guests are required to adhere to all Amenity Facility rules, Policies, and directions from the District Manager and on-site staff.
- (c) The areas of the Amenity Facilities listed above may be rented after normal operating hours from 30 minutes after sunrise until 30 minutes before sunset.
- (d) The volume of live or recorded music must not violate applicable Duval County noise ordinances.
- (e) No glass or breakable items are permitted on District property, including the Amenity Facilities.

Event Liability coverage may be required on a case-by-case basis in the sole discretion of the Board of Supervisors.

## SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)  
Effective Date: August 21, 2023

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 21, 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Villages of Westport Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

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**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

**2. General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.

**3. Patron Card.** Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

**4. Suspension and Termination of Rights.** The District, through its Board, District Manager, and Amenity Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their Household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;

- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their Household committing any of the above Violations.

Termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

**5. Authority of District Manager and Amenity Manager.** The District Manager, Amenity Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, Amenity Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**6. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**7. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse

the District for the costs of cleaning, repairing, and/or replacing the property (“Property Damage Reimbursement”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. If a person’s Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspensee.

b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person’s escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board’s determination at such hearing.

**9. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person’s access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

**10. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

**11. Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal (“Appeal Request”), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board’s determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District’s suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board’s decision on appeal shall be final.

**12. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District’s Amenity Facilities after expiration of a suspension imposed by the District.

**13. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**The above policies were adopted by the Board of Supervisors for the Villages of Westport Community Development District on this 5th day of June, 2014.**

**The above policies were revised by the Board of Supervisors for the Villages of Westport Community Development District on this 27th day of June, 2024.**



*EIGHTH ORDER OF BUSINESS*

**AGREEMENT BETWEEN VILLAGES OF WESTPORT COMMUNITY  
DEVELOPMENT DISTRICT AND FLORIDA COMMUNITY SPECIALISTS, LLC, FOR  
AMENITY AND FIELD MANAGEMENT SERVICES**

This Agreement (“Agreement”) is made and entered into to be effective the 1st day of November 2024, by and between:

**VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Jacksonville, Florida, with a mailing address of c/o Governmental Management Services, L.L.C., 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”); and

**FLORIDA COMMUNITY SPECIALISTS, LLC**, with a mailing address of 162 S. Prairie Lakes Dr., St. Augustine, FL 32084 (“Contractor” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, which was established for the purposes, among others, of owning, operating and maintaining various public infrastructure improvements, including recreational facilities and related improvements; and

**WHEREAS**, the District has constructed a recreation center that includes a swimming pool, fitness center, basketball court, recreation fields and other recreation facilities (collectively, the “Amenity Center”); and

**WHEREAS**, the District intends to provide for the operation, management program and maintenance of the Amenity Center; and

**WHEREAS**, Contractor has a background in the operation, management, program and maintenance of recreation facilities and is willing to provide such operation, management, program and maintenance services to the District in accordance with this Agreement; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide facility management and maintenance services for District common areas and facilities; and

**WHEREAS**, the District desires to enter into a contractual relationship with Contractor to operate, manage, program and maintain the Amenity Center and to provide other services as described in this Agreement and the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, the “Services”).

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

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

**2. ENGAGEMENT OF SERVICES.** The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenity Center and other property of the District for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement including that Contractor will not take a tax position inconsistent with it being a manager and not owner of the Amenity Center.

**3. SCOPE OF SERVICES.** Contractor shall provide the District with field management, pool maintenance and amenity management services for the Amenity Center as described in the Scope of Services attached hereto as **Exhibit A**. Contractor shall, at a minimum, be present on site to provide each category of the Services in accordance with the schedule set forth in **Exhibit A**. To the extent any provisions of **Exhibits A** and **B** conflict with the express terms contained in this Agreement, the terms of this Agreement shall control. If the District elects for pool monitor or security services as originally proposed by Contractor, Contractor shall provide such services in accordance with the pricing in **Exhibit C**.

**4. COMPENSATION.** As compensation for the Services described in this Agreement, the District agrees to pay Contractor **Fifty Thousand, Two Hundred Dollars and No Cents (\$50,200.00)** annually and in accordance with **Exhibit B** attached hereto. All invoices to the District are due on the first day of every month, and such invoice shall be paid in full by no later than thirty days after District's receipt of the invoice; provided, however, the District will endeavor to pay all invoices within fifteen days of receiving a valid invoice. All invoices shall be paid in accordance with Florida's Local Government Prompt Payment Act, Section 218.70 through 218.80, Florida Statutes. Contractor shall provide, upon request, copies of employee timecards documenting the total hours worked and documentation of reimbursable expenses. Failure to do so upon request may result in delayed payment.

**5. GENERAL PROVISIONS.**

- A.** The Services provided by Contractor shall be as provided for in **Exhibit A** and as set forth in this Agreement. Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns.
- B.** Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid in accordance with receipts for such costs provided to the District by Contractor.
- C.** Contractor shall promptly respond to any and all emergencies or problems related to the Amenity Center and shall report to the District Manager all known problems related to the Amenity Center.

**D.** If the District should desire additional work or services not contemplated in **Exhibit A**, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum to this Agreement. Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

**6. CARE OF THE PROPERTY.** Contractor shall use all due care to protect the property of the District, its Patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to commence repair of any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Center placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

**8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event more than twenty-four (24) hours provide a written report to the District Manager as to all accidents, injuries or claims for damage relating to the Amenity Center or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors (the "Board") expressly directs Contractor otherwise, in writing. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

**9. TERMINATION.** The District shall have the right to terminate this Agreement at any time upon written notice, due to Contractor's failure to perform in accordance with the terms of this Agreement or upon ninety (90) days written notice without cause. Contractor shall have the right to terminate this Agreement upon ninety (90) days written notice to the District and will provide the District a reasonable opportunity to cure the reason for the termination. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the Services performed up to that date, subject to any offsets the District may have against Contractor. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Upon termination of this Agreement, Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- a. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenity Center, the District operations, and such other accountings, papers, and records as the District shall request and are in Contractor's possession or under Contractor's reasonable direct control pertaining to the Amenity Center;
- b. vacate any portion of the Amenity Center then accessed by Contractor as a consequence of this Agreement; and
- c. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending to the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

**10. INSURANCE.**

**A.** Contractor shall maintain throughout the term of this Agreement, at a minimum, the following insurance:

- i. Workers Compensation Insurance in accordance with the laws of the State of Florida.
- ii. General liability insurance with the following limits:

\$1,000,000	<i>General Aggregate</i>
\$1,000,000	<i>Products/Completed Operations</i>
\$1,000,000	<i>Personal &amp; Advertising Injury</i>
\$1,000,000	<i>Each Occurrence</i>
- iii. Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of \$1,000,000.
- iv. Employer's Liability Coverage with limits of \$250,000.
- v. Professional Liability Insurance with limits of \$1,000,000 (or other similar insurance coverage, which may be waived in the District's discretion).
- vi. Employment theft dishonesty insurance in the amount of \$500,000 (only required to the extent Contractor is handling District funds, otherwise not necessary).
- vii. Abuse/Molestation coverage in the amount of \$500,000 (only required to the extent Contractor is providing youth programming, otherwise not necessary but preferred – may also provide proof that such coverage is provided under another policy held by Contractor).

viii. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$3,000,000.

**B.** Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its officers, supervisors, staff and employees shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled during the term of this Agreement.

**11. INDEMNIFICATION.**

**A.** Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest actually incurred.

**B.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This provision shall relate to any acts or omissions by the Contractor.

**C.** For purposes of this Section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns, or employees includes, but is not limited to, the operation and management of the Amenity Center in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenity Center, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval.

**12. SOVEREIGN IMMUNITY.** Nothing in this Agreement 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 this Agreement 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.

**13. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**14. ENFORCEMENT OF AGREEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**15. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

**16. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

**17. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

**18. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**19. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

**A. If to Contractor:** Florida Community Specialists, LLC  
162 S. Prairie Lakes Dr.  
St. Augustine, FL 32084

Attn: Howard McGaffney

**B. If to the District:** Villages of Westport Community Development District  
c/o Governmental Management Services, L.L.C.  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

**With a copy to:** Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**20. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**21. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**22. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Duval County, Florida.

**23. EFFECTIVE DATE AND TERM.** The effective date of this Agreement shall be November 1, 2024. The initial term of this Agreement shall be from commencement through September 30, 2025, unless terminated earlier in accordance with Section 9 above and amounts



shall be paid pro rata over the eleven month term. This Agreement shall automatically renew for additional one (1) year terms, up to four (4) additional renewals, unless written notice is provided by either party thirty (30) days prior to the expiration of this Agreement. Each additional one year renewal shall be as priced in **Exhibit B**. Thereafter, any increase in price or change in scope of services must be approved in writing, executed by the Parties prior to implementation of same; any change in price without such executed, written agreement shall be null and void.

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GMS NORTH FLORIDA, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, TELEPHONE: (904) 940-5850, EMAIL: DMOSSING@GMSTNN.COM**

**25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

**26. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**28. NEGOTIATION AT ARM’S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**29. E-VERIFY.** 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 statute 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 Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

**30. ANTI-HUMAN TRAFFICKING.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, Florida Statutes. Contractor has executed an affidavit in compliance with Section 787.06(13), Florida Statutes, and acknowledges that if Contractor refuses to sign said affidavit should it be necessary in the future, the District may terminate this Agreement immediately.

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

**VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:

*Yashiekia Scarlett*

210894AB1C054EA  
Chairperson, Board of Supervisors

**FLORIDA COMMUNITY SPECIALISTS, LLC**

Signed by:

*Howard McGaffney*

60DA24BAAC3243E...  
Howard McGaffney, Member

- Exhibit A:** Amenity Management Scope of Services
- Exhibit B:** Amenity Management Services Fee Schedule
- Exhibit C:** Security Cost Alternative Pricing

**Exhibit A:**  
Amenity Management Scope of Services

**1) Amenity Manager:**

- a) Manage access card system which includes issuing new cards, replacing lost or damaged cards;
- b) Manage facility rentals which includes reservations, waivers, collection of funds, etc.;
- c) Oversight and management of pool monitors;
- d) Maintain and operate security camera system;
- e) Order supplies for Amenity Center as needed;
- f) Reconcile debit card purchases with receipts;
- g) Schedule and conduct special events as directed by Board of Supervisors;
- h) Provide information for annual budget;
- i) Build and retain relationships daily with all residents, families and guests while aiding their safety and enjoyment of the entire facility.
- j) Provide consistent and thorough communication to residents via phone, e-mail, e-blast, newsletter, message board, website and face-to-face interaction.
- k) Enforce policies relative to the entire District. Anticipate and report potential changes. Recommend possible solutions. Implement final directives.
- l) Plan and execute multiple special events in addition to providing consistent activities throughout the year.
- m) Occupy and monitor the use and condition of the Amenity Center throughout all operating hours.
- n) Attempt to resolve or redirect all District related issues on behalf of the residents.
- o) Provide professional interaction and coordination with other outside entities such as property management, access control, and security services and provide contract administration services for the same.
- p) Assist in the District budgeting process, including preparing recreational budget assumptions.
- q) Monitor the amenity facilities and equipment for safe conditions and usage; take appropriate and necessary actions to correct any unsafe conditions as quickly as able; and make any safety/security recommendations to the District Manager and/or Board.
- r) Coordinate and communicate with the Board, District staff and others.
- s) Attend all Board meetings as requested by the District Manager.

**2) Pool Monitor (or alternatively on site security may provide this service) – This Service is not included in the pricing in Exhibit B; however, Exhibit C provides pricing for optional security services should the District elect to have Contractor provide or contract for such services for the District.**

- a) Greet guests and check in access cards.
- b) Address issues and concerns of residents and guests.

- c) Enforce District policies and rules.
- d) Maintain the pool deck, parking lot, and fitness center.
- e) Provide staff presence in the absence other staff.

The anticipated work schedule is based on historical information, which includes needing pool monitor support during the high season of Memorial Day to Labor Day during busy use times – if proposer proposes an alternative schedule, please provide and explain why.

### **3) Field Operations Manager**

- a) Provide oversight of all District common grounds and assets.
- b) Advise the District of any necessary repairs, extraordinary cleaning, or replacement of assets.
- c) Create a detailed scope of work for projects requiring additional contractors. Work with and present to the Board when appropriate. Secure cost estimates and initiate work.
- d) Administer contract execution/compliance by all District maintenance contractors such as the landscape service provider, lake maintenance provider, etc.
- e) Implement all policies and procedures established by the District as they relate to the day-to-day maintenance and upkeep of the District. The individual shall have a thorough knowledge of the community and provide a timely, personal response regarding problems or request for service and handle them as expeditiously as possible.
- f) Remain aware of potential safety or security hazards within District property, communicate with the appropriate district personnel regarding possible corrective action to resolve a safety or security matter, and implement such action, when necessary, for the safety and security of the district.
- g) Maintain full knowledge/awareness of all aspects of residential community maintenance to include landscaping, lake and wetland maintenance, carpentry, electrical, plumbing, painting, and management and/or monitoring of recreational facilities.
- h) Assist in negotiating, purchasing and bidding on contracted services.
- i) Assess property damage, neglect and/or depreciation and estimate costs associated with repair and/or replacement.
- j) Maintain an operations and maintenance manual complete with current drawings.
- k) Assist District management in monitoring annual maintenance budget.
- l) Provide financial oversight and make recommendations accordingly.
- m) Train/supervise site staff and maintenance team, if applicable; be responsible for all work performed by staff.
- n) Oversee common area landscape maintenance provider's performance through weekly meetings and bi-weekly "drive-through" of District and generate "to-do" lists in format attached as Exhibit A to Scope of Service to assist in documenting and monitoring problem-resolution. Work with provider's management team to ensure compliance with contractual requirements, as well as to make necessary corrections to performance deficiencies. Work with landscape architect as needed.
- o) Send email report to District Manager after each site visit describing any issues that need

attention with time and date stamped photos reflecting conditions. Minimum of 6 photos which shall include the Amenity Center, Phase IV Park, All 4 entrance ways as well as photographs of all 12+ CDD Lakes.

- p) Once a month, the above site visit should include Lake Maintenance Contractor and Landscape Maintenance Contractor to develop action items list and ensure contractors are operating in accordance with contracts.
- q) In-person monitoring of monthly irrigation checks by Landscape Maintenance Contractor.
- r) Oversee performance of pond maintenance provider and storm water management system service provider. Also, ensure that debris does not collect and/or is removed from outfall structures in order to prevent flooding problems.
- s) Implement District-approved capital projects and makes recommendations for future needs. Contractor shall obtain a minimum three (3) bids (when possible) on any recommended capital improvements. Contractor understands that any recommended capital improvement is subject to approval by the Board.
- t) Advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear-and-tear,” “acts of God,” or vandalism, and secure cost estimates for the same. (Such work that is outside the normal, day-to-day maintenance scope of work shall be billed separately, upon arrival of the District, either by Contractor or other outside service contractors.)
- u) Maintain inventory control of maintenance items, including preparation of preventative maintenance programs.
- v) Approve invoices for payment and submit to accounting department for payment.
- w) Generate monthly field operations report and action items list
- x) Submit agenda items to the District Manager at least 8 days in advance of any board meeting.
- y) Attend quarterly Board of Supervisor Meeting to address the questions and concerns from the board and community.
- z) Review monthly utility bills for reasonableness

#### Work Schedule:

The work schedule of the Field Manager shall be flexible in order to monitor patron requests, contractors, and emergencies. It is anticipated that the Field Operations Manager will be dedicated a minimum of twenty (20) hours per week or more and on average three to five (5) days per week.

#### **4) Pool Maintenance**

- a) Check pool water quality and complete appropriate form equivalent to DH Form 921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), FAC, per site visit.
- b) Conduct and record necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d).
- c) Clean pool tiles in pool gutters.

- d) Skim surface of pools.
- e) Perform annual maintenance, including cleaning and waxing the water slide.
- f) Operate filtration and recirculation systems, backwashing as needed.
- g) Clean all strainers.
- h) Maintain pool at proper water level and maintain filtration rates.
- i) Check valves for leaks, as well as other components, and maintain in proper condition.
- j) Manually skim, brush and vacuum pools three (3) visits weekly.
- k) Advise the District of any necessary repairs, cleaning, or replacement items required due to "normal wear & tear." "Acts of God," or vandalism. Such repairs shall be billed separately, upon written approval of the District.
- l) Maintain proper chemical logs and water quality monitoring and records and provide communication to the Board and District Manager in the event of closures due to health concerns.

*Note 1: All cleaning chemicals necessary to perform the above maintenance, as well as chemicals required for special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination, shall be used as needed and billed separately.*

*Note 2: Additional services and chemicals due to natural disasters or gale-force winds shall be billable to the district.*

*Note 3: Pool chemicals necessary to maintain water quality in accordance with Florida law shall be purchased directly by the District and shall not be included in the pool maintenance price proposed herein.*

*Note 4: Contractor shall coordinate the purchase of pool chemicals with a qualified pool chemical supply company and monitor costs to ensure an economical operation.*

Work Schedule:

Maintenance shall be performed a minimum of three (3) days per week March-August and two (2) days per week September-February. Pool chemical levels shall be checked daily. However, if an alternative program is proposed, please provide and explain why.

**5) Janitorial Services**

- a) Vacuum all inside areas.
- b) Dust and damp mop all tiled areas including baseboards.
- c) Dust window ledges, blinds, air condition vents and returns, furniture bases, shelves, and tables.
- d) Clean all windows.
- e) Empty and remove all trash from receptacles.
- f) Bathrooms: clean and disinfect floors, counters, mirrors, toilets, urinals and all surrounding areas. Paper and soap dispensers shall be cleaned and filled as needed. Note: cost of paper supplies and soap are included.

- g) Kitchen and Social Hall: Clean and disinfect kitchen counters, sink, tabletops and all fixtures. Spot clean all doors, door frames, windows and switch plates.
- h) Fitness room: Provide light cleaning of fitness equipment, rubber flooring, ceiling fans and baseboards. Note: Cost of center pull towels and preventative maintenance is not included.
- i) Equipment and cleaning supplies shall be properly stored in order to maintain orderly storage closets.
- j) The contractor shall furnish the necessary cleaning equipment and supplies for the provision of the janitorial services described herein. Should extraordinary cleaning services be required (as agreed to by the District or District management), such special services and/or equipment and supplies shall be billable to the district.

Anticipated Frequency of Cleanings: Three (3) days per week

#### **6) Facility Maintenance**

- a) Perform general grounds keeping maintenance within the District's common areas including, but not limited to:
  - o Lake embankments
  - o Mail kiosk areas
  - o Community entrance areas
  - o Debris and trash removal
  - o Preserves
  - o Passive parks
  - o Pergolas
  - o Right-of-ways
- b) Perform general Amenity Center maintenance duties including:
  - o Pick up debris in and around the facility including all walkways, fields, courts and perimeter of the amenity center
  - o Inspect gym equipment and repair as able
  - o Monitor condition of all doors and gates and resolve problems as able
  - o Spot treatment of carpeted areas
  - o Control cobwebs and prevent other debris from accumulating on exterior walls and light fixtures
  - o Replace interior and exterior lights
  - o Replace AC filters as needed
  - o Inspect and clean playground features periodically
  - o Clean and maintain all features associated with the athletic fields and sport courts including; nets, fencing, windscreens, playing surface etc.
- c) Clean Dog Waste Stations and trash cans throughout the District
- d) Tasks as assigned by the Field Operations Manager

**Exhibit B:**  
**Amenity Management Services Fee Schedule**

FCS Alternative Proposal	Year 1	Year 2	Year 3	Year 4	Year 5
Field Services	\$ 18,670	\$ 19,230	\$ 19,903	\$ 20,700	\$ 21,734
Janitorial	\$ 7,530	\$ 7,756	\$ 8,027	\$ 8,348	\$ 8,766
Pool Maintenance	\$ 12,000	\$ 12,360	\$ 12,793	\$ 13,304	\$ 13,970
Facilities Maintenance - Contracted	\$ 12,000	\$ 12,360	\$ 12,793	\$ 13,304	\$ 13,970
<b>Total Proposed Budgeted Services</b>	<b>\$ 50,200</b>	<b>\$ 51,706</b>	<b>\$ 53,516</b>	<b>\$ 55,656</b>	<b>\$ 58,440</b>



**Exhibit C:**  
Security Cost Alternative Pricing

**FCS Experienced Recommendation**

Florida Community Specialists is able to save the District \$9,920 to use towards increasing the Security Budget. The FY 2025 Adopted Security Budget = \$40,000

In January/February of this year, I recommended avoiding using Pool Monitors, and instead hiring off duty JSO/LE to provide security services at the Amenity Center.

Estimated Security Schedule FY 2025	Number of Days	Hours / Day	Total Hours	Estimated Cost
Spring Break	9	8	72	\$4,680
May 2025	8	8	64	\$4,160
June 2025	30	8	240	\$15,600
July 2025	31	8	248	\$16,120
August 2025	10	8	80	\$5,200
September 2025	8	8	64	\$4,160
<b>Estimated Total (Need to confirm 2025 School Schedule)</b>	<b>96</b>	<b>48</b>	<b>768</b>	<b>\$49,920</b>

*NINTH ORDER OF BUSINESS*

**AGREEMENT BETWEEN VILLAGES OF WESTPORT COMMUNITY  
DEVELOPMENT DISTRICT AND AQUASOL COMMERCIAL CHEMICALS, INC.,  
D/B/A POOLSURE FOR POOL MAINTENANCE SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 19th day of November 2024 (“Effective Date”), by and between:

**VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Governmental Management Services, L.L.C., 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”), and

**AQUASOL COMMERCIAL CHEMICALS, INC., D/B/A POOLSURE**, a Texas Corporation licensed to do business in Florida, with offices located at 1707 Townhurst Drive, Houston, Texas 77043 (the “Contractor”, and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), and Rule 42QQ-1, Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission; and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including certain swimming pool facilities; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide certain pool maintenance services for the swimming pool facilities in accordance with this Agreement (the “Services”); and

**WHEREAS**, the Contractor provides such Services and desires to contract with the District to do so in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the District and the Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

**SECTION 2. DUTIES; RELEASE AND LIMITATION OF DAMAGES.** The District agrees to

use the Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are to provide the material, tools, skill, and labor necessary to perform the Services.

- A. CHEMICALS.** Subject to and in accordance with the covenants and conditions set forth in this agreement, Contractor shall deliver to the District certain chemicals (the “Chemicals”) necessary for the District to maintain the chlorine, pH and alkalinity levels, calcium and the cyanuric acid in the water of the District’s swimming pool and other bodies of water set forth on Exhibit A (collectively hereinafter the “Pools”). The specific chemicals may include but are not limited to sodium hypochlorite, pool acid, sodium bicarbonate, shock and shock-totes, calcium chloride, cyanurics, CYA (stabilizer) and filter powder (“Chemicals”). Contractor will deliver the Chemicals to 6714 Sandle Drive, Jacksonville, Florida 32219, and the District agrees to provide Contractor reasonable access to the area(s) at such location where Chemicals will be stored by District in each location in order to facilitate such delivery
- B. EQUIPMENT.** Contractor agrees to lease to the District, one controller as described on Exhibit A for each Pool that is subject to this Agreement (hereinafter the “Equipment”). The District shall keep the Equipment at the location(s) set forth on Exhibit A and shall not remove the Equipment or allow it to be removed without Contractor’s prior, written consent, unless otherwise noted on Exhibit A. The Equipment leased hereunder (and any replacement thereof), together with all intellectual property rights included therein, shall remain the sole property of Contractor and shall be returned to Contractor at the end of the Term of this Agreement in good working condition, reasonable wear and tear expected. If the Equipment is not returned within 60 days of the expiration or termination of this Agreement, then District agrees to pay Contractor an amount equal to the then current purchase price of each piece of the Equipment that has yet to be returned at the value equal to the condition of the Equipment at that time. Nothing herein shall be construed as conveying to the District any right, title or interest in or to the Equipment. All Equipment shall remain personal property (even though said Equipment may hereafter become attached or affixed to real property) and the title thereto shall at all times remain exclusively in Contractor. At District’s sole cost and expense, District shall (a) protect and defend Contractor’s ownership of and title to the Equipment from and against all persons claiming against or through District, (b) at all times keep the Equipment free from any and all liens, encumbrances, attachments, levies, executions, burdens, charges or legal processes imposed against District, (c) give Contractor immediate written notice of any matter described in this sentence, and (d) cooperate with Contractor to promptly remove any encumbrance described in this sentence.
- C. WATER CHEMISTRY AND MAINTENANCE OF THE EQUIPMENT.** Maintaining proper water chemistry in the Pools is the sole responsibility of the District despite Contractor having agreed to provide the Equipment as a tool to assist the District in connection therewith and except to the extent of Contractor’s required

performance herein. The District agrees that it shall independently test the water chemistry of the Pools as required by law and shall keep an accurate and up-to-date written log of such tests during the Term of this Agreement and so long thereafter as required by any applicable law. In the event that such tests reveal that any piece of Equipment is not maintaining proper water chemistry, the District shall promptly notify Contractor of the same, and the District will, or will engage a third party contractor to, add Chemicals to the Pools by hand or otherwise as necessary to maintain proper water chemistry therein, until such Equipment is repaired or replaced by Contractor. Contractor shall utilize commercially reasonable efforts to repair or replace such Equipment no later than two business days after notification of Equipment failure by the District through its designee, subject to the availability of parts necessary to repair or replace such Equipment. Contractor's sole responsibility hereunder is to supply Chemicals specified by the District in accordance with this Agreement, lease the Equipment and to repair such Equipment as further provided herein; all responsibility for maintenance of the Chemicals in the Pools shall accrue to and be the responsibility of the District except for Contractor's responsibilities as specifically provided for herein. The Equipment and feed system may only be used to feed approved Chemicals provided by Contractor. The District shall not, under any circumstance, place or allow others to place in any piece of Equipment products or chemicals obtained from any third-party, and Contractor shall solely be responsible for the provision of Chemicals as set forth in this Agreement.

The District is responsible for identifying and promptly (in any event within 24 hours after discovery of the same) reporting leaks in the Equipment to Contractor during the Term of this Agreement. To the extent the leaks are caused by the negligent acts or omissions of the Contractor, or due to the failure of the Equipment to operate in accordance with its specifications and operating instructions, Contractor shall be responsible for all repairs, maintenance and improvements necessary to remedy the proximately caused damage resulting from the Equipment and remains responsible for maintaining the Equipment. The District acknowledges that corrosion may result from exposure to the Chemicals and Contractor is not responsible for the same; provided, however, that the District shall not be responsible for any damage to the Equipment itself as a result of such corrosion. It is recommended that a ventilation fan be installed in any enclosed Equipment/Chemical area to provide proper ventilation and minimize corrosion, and the District shall install the same if the same is required by applicable law.

In the event the Equipment is damaged during the Term of this Agreement, including but not limited to as a result of the misuse, improper use, or other intentional and wrongful or grossly negligent acts or omissions of the District's officers, employees, agents and contractors (other than Contractor), to the extent such damage is not covered by any warranties or insurance, Contractor may service or repair the Equipment as needed and the cost thereof shall be paid by the District to Contractor within twenty days of written request; provided, however, such request contains adequate information to identify the reason for the request and

reasonable evidence that it was the District that caused such damage. Notwithstanding the foregoing, The District shall not be responsible for damage to the Equipment itself caused by corrosion resulting from exposure to the Chemicals supplied by Contractor.

**D. NO WARRANTIES BY CONTRACTOR.** SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, CONTRACTOR SHALL SUPPLY THE CHEMICALS AND EQUIPMENT UNDER THIS AGREEMENT IN AN “AS IS” CONDITION. CONTRACTOR, NOT BEING THE MANUFACTURER OF THE CHEMICALS OR EQUIPMENT OR THE MANUFACTURER’S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE CHEMICALS OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS OF A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, DURABILITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE CHEMICALS OR EQUIPMENT. Contractor agrees to assign to the District all warranties provided by the manufacturer and to cooperate in good faith with the District should the District pursue a claim against the manufacturer regarding the Chemicals or Equipment. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES SUFFERED BY THE DISTRICT OR BY ANY OTHER PERSON FOR, AND THE DISTRICT EXPRESSLY WAIVES ANY RIGHT TO HOLD CONTRACTOR LIABLE HEREUNDER FOR, ANY CLAIMS, DEMANDS AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE DESIGN OR MANUFACTURE, POSSESSION OR OPERATION OF THE CHEMICALS OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, INJURY TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OF, DEFECTIVE OR FAULTY DESIGN, OPERATION, CONDITION, SUITABILITY OR USE OF THE CHEMICALS OR EQUIPMENT TO THE EXTENT SUCH DAMAGES WERE CAUSED BY THE MANUFACTURER AND NOT THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR.

**E. RELEASE AND LIMITATION OF DAMAGES.** THE DISTRICT HEREBY AGREES TO RELEASE CONTRACTOR FROM AND AGAINST ALL LOSSES, DAMAGES, CLAIMS, ACTIONS, JUDGMENTS, SUITS, FINES PENALTIES, DEMANDS, COSTS AND EXPENSES AND LIABILITY WHATSOEVER (AND ANY ATTORNEY’S FEES, WITNESS FEES, AND/OR COSTS INCURRED IN CONNECTION THEREWITH) (COLLECTIVELY THE “LOSSES”) CAUSED BY OR ARISING FROM (A) THE DISTRICT’S FAILURE TO FULLY PERFORM, OBSERVE OR SATISFY ITS COVENANTS, DUTIES, WARRANTIES OR OBLIGATIONS CONTAINED IN THIS AGREEMENT; (B) THE NEGLIGENT WRONGFUL USE AND OPERATION OF THE CHEMICALS OR EQUIPMENT DURING THE TERM BY THE DISTRICT, ITS AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS, OR INVITEES (EXCLUDING THE CONTRACTOR AND

ITS AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS OR INVITEES); (C) THE DISTRICT'S FAILURE TO MAINTAIN PROPER WATER CHEMISTRY IN EACH AND EVERY POOL; (D) THE ACTS OR OMISSIONS OF THE DISTRICT, ITS EMPLOYEES, OFFICERS, CONTRACTORS, AGENTS OR INVITEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S FAILURE TO MAINTAIN AND UTILIZE THE EQUIPMENT AND THE CHEMICALS IN ACCORDANCE WITH APPLICABLE LAW; AND (E) THE STORAGE OF THE CHEMICALS ON THE DISTRICT'S PREMISES. IF SUCH LOSSES WERE ALSO CAUSED IN PART BY THE ACTS OR OMISSIONS OF CONTRACTOR, THEN THE DISTRICT SHALL ONLY BE LIABLE TO THE EXTENT AND FOR SUCH PORTION THAT SUCH LOSSES WERE CAUSED BY, ARISE FROM OR RELATE TO THE ACTS OR OMISSIONS OF THE DISTRICT, ITS OFFICERS, AGENTS, MANAGERS, CONTRACTORS, EMPLOYEES AND/OR INVITEES.

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE CHEMICALS OR EQUIPMENT, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

UPON EXECUTION OF THIS AGREEMENT, THE DISTRICT HEREBY RELEASES CONTRACTOR FROM AND AGAINST ALL LOSSES, DAMAGES, CLAIMS, COSTS AND EXPENSES AND LIABILITY RELATING TO PROPERTY DAMAGE TO THE DISTRICT'S WALKWAYS, CONCRETE, PARKING LOTS, OR OTHER FLOORING ("THE DISTRICT'S FLOORING") THAT MAY BE INCURRED IN CONNECTION WITH THE CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS OF CONTRACTOR IN DELIVERING CHEMICALS TO THE DISTRICT'S PROPERTY OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, CONCRETE, PARKING LOTS OR ANY OTHER FLOORING AREAS LOCATED ON THE DISTRICT'S PROPERTY DESIGNATED BY THE DISTRICT AS AN ACCESS FOR PRODUCT DELIVERY. HOWEVER, THE ABOVE DOES NOT WAIVE OR RELEASE ANY CLAIMS AGAINST CONTRACTOR FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF CONTRACTOR, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR REPRESENTATIVES. THE DISTRICT ACKNOWLEDGES THAT THIS PARAGRAPH IN ITS NATURE IS A WAIVER FOR DAMAGES TO THE DISTRICT'S FLOORING ARISING FROM AND DUE TO CONTRACTOR'S CUSTOMARY AND REASONABLE ACTIVITY OF DELIVERING CORROSIVE CHEMICALS OVER THE DISTRICT'S FLOORING AND HEREBY RELEASES CONTRACTOR FOR CLAIMS OR DAMAGES TO THE DISTRICT'S FLOORING RESULTING FROM CONTRACTOR'S CUSTOMARY AND REASONABLE ACTS IN CONNECTION WITH THE DELIVERY OF CHEMICALS TO THE

DISTRICT'S PROPERTY AND ASSUMES ANY AND ALL RISK OF LOSS, DAMAGE OR COSTS, OR PROPERTY DAMAGE TO THE DISTRICT'S FLOORING THAT MAY BE INCURRED BY THE DISTRICT ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS IN DELIVERING CHEMICALS OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, PARKING LOTS OR ANY OTHER FLOORING AREAS DESIGNATED BY THE DISTRICT TO BE ACCESS POINTS FOR PRODUCT DELIVERY. THE DISTRICT FULLY UNDERSTANDS THE TERMS SET FORTH IN THIS PARAGRAPH, AND THE DISTRICT HEREBY WAIVES ITS RIGHTS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO THE DISTRICT TO THE FULLEST EXTENT ALLOWED BY LAW.

Contractor shall not be liable for default in the performance or discharge of any duty or obligation under this Agreement to the extent caused by Acts of God, civil or military authority, public enemy, fire, floods, winds, storms, pandemic, epidemic, public health emergency or quarantine, labor disorders, strikes, work stoppages or other labor trouble, accidents riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Contractor's reasonable control.

The terms of this Section shall survive the termination or expiration of this Agreement. To the extent there is any conflict between the terms of this Section 2 and the terms of any other agreement entered into between Contractor and District, the terms of this Section 2 shall control.

- F.** This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- G.** The Contractor shall perform all Services in a neat and workmanlike manner.
- H.** The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- I.** The Contractor shall report directly to the District Manager and Field Operations Manager.

**SECTION 3. COMPENSATION AND TERM.**



- A. The District shall pay the Contractor Ten Thousand, Seven Hundred Forty Dollars and No Cents (**\$10,740.00**) per year for the provision of the Services, payable in twelve (12) equal payments of Eight Hundred Ninety-Five Dollars and No Cents (**\$895.00**) per month, as set forth in Exhibit A.
- B. Unless terminated earlier in accordance with the terms of this Agreement, the Term of this Agreement shall begin on the Effective Date and continue for one (1) year (the "Initial Term"), provided, however, that this agreement shall automatically renew for successive one (1) year periods thereafter (each a "Renewal Term") unless either Party provides written notice of termination to the other Party at least thirty (30) days prior to the effective date of termination at any time during the Initial Term or Renewal Term, as applicable. The entire time that this Agreement is in effect is the "Term".
- C. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- D. Notwithstanding anything to the contrary in this agreement, in the event this Agreement or any Order is terminated for any reason, Contractor shall be paid in accordance with the terms of this Agreement for all work and/or Services performed in accordance with this Agreement through the date of termination.

**SECTION 4. INSURANCE.**

- A. Throughout the Term of this Agreement, the Contractor shall maintain, at a minimum, the following insurance:
  - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.

- (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to secure and maintain the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the commercially reasonable 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.

**SECTION 5. INDEMNIFICATION.** The Contractor agrees, and subject to Section 2 herein, to indemnify, defend, and hold harmless the District and the District's staff, employees, consultants, officers, representatives, agents, and supervisors (together, the "Indemnitees") from any and all Losses to the extent caused by the negligence or willful misconduct of the Contractor, including litigation or any appellate proceedings with respect thereto. If such Losses were also caused in part by the acts or omissions of District, then the Contractor shall only be liable to the extent and for such portion that such Losses were caused by or arise directly out of the negligence or willful misconduct of the Contractor, its officers, agents, managers, contractors, or employees. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement 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 this Agreement 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.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the Services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms,

wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of Services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 8. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the Parties shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the applicable Party in refraining from so doing; and further, that the failure of a Party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement for any reason, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 13. PERMITS AND LICENSES.** District acknowledges that it is the District's responsibility to obtain and pay for all necessary permits and licenses needed to operate the Pools and/or utilize the Equipment or Chemicals as required by applicable law. Further, all additional permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All permits or licenses necessary for the Contractor to perform its obligations as set forth in this Agreement shall be obtained and paid for by the Contractor.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. AGREEMENT.** This instrument, together with Exhibit A, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this Agreement and Exhibit A, this Agreement shall control.

**SECTION 19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor; provided that Exhibit A to this Agreement may be amended, from time to time, by the Parties in writing, including via email confirmed by an authorized representative of both the District and Contractor, to reflect changes in (a) the Equipment leased to the District or the Pool, (b) pricing or rental rates, or (c) the delivery and storage location of the Chemicals and/or Equipment. Any such amendment shall supersede any prior Exhibit A and become a part of this

Agreement.

**SECTION 20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 21. NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**If to the District:** Villages of Westport Community  
Development District  
c/o Governmental Management Services,  
L.L.C.,  
475 West Town Place, Suite 114,  
St. Augustine, Florida 32092  
Attn: District Manager

**With a copy to:** Kilinski | Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**If to the Contractor:** Aquasol Commercial Chemicals,  
Inc., D/B/A Poolsure  
1707 Townhurst Drive  
Houston, Texas 77043  
Attn: Lori Wallace

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 22. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement

expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 23. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Duval County, Florida.

**SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is **Governmental Management Services, L.L.C.** (the “Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract Term and following the contract Term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, DMOSSING@GMSTNN.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any Party.

**SECTION 27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**SECTION 28. 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(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 29. SCRUTINIZED COMPANIES.** In accordance with Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors 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.

**SECTION 30. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.

**SECTION 29. SURVIVAL.** Notwithstanding any provisions herein to the contrary, upon the termination of this Agreement for any reason whatsoever, the provisions of this Agreement which by their nature require some action or forbearance after such termination (including but

not limited to those related to payment, indemnities, and insurance) shall survive such termination and be binding until any actions, obligations and/or rights therein provided have been completely satisfied or released.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement on the day and year first written above.

**VILLAGES OF WESTPORT COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
*Yashukia Scarlett*  
210894AB1C054EA...  
Chairperson, Board of Supervisors

**AQUASOL COMMERCIAL CHEMICALS,  
INC., D/B/A POOLSURE**

DocuSigned by:  
*Vincent Flaviani*  
28747B8373DD4EB...  
By: Vincent Flaviani  
Print: Vincent Flaviani  
Its: vice President of Sales

**Exhibit A:** Proposal



**Exhibit A**  
**Proposal**



Quote Number 00008174

**PROPOSAL**

Created Date	11/4/2024	Prepared By	Brian Zielinski
Expiration Date	12/4/2024	Email	bzielinski@poolsure.com
		Phone	(800) 858-7665

Address Information			
Bill To	6714 Sandle Drive Jacksonville, FL 32219 United States	Ship To	6714 Sandle Drive Jacksonville, FL 32219 United States

**Proposal Notes**

What is included with Poolsure's Water Management Program:

- All-inclusive fixed monthly rate
- All pool chemicals necessary to maintain normal water chemistry
- Free installation, including all chemical storage tanks, controllers, and chemical automation equipment
- Complete service package, including replacement parts, preventative maintenance, and tech support, all performed by our Certified Poolsure Technicians
- Mobile app with real-time chemical levels, monitoring, and chemical dosing instructions including saturation index calculation
- Wireless communication and web access via the customer portal
- Complimentary staff training and access to optional CPO certification and education courses
- Online account management and 24/7 response to emergency service requests

XPC Controller -

- Wireless communication
- Online access for data monitoring
- ORP/pH control
- Cloud data backup
- Integrated pressure switch
- True proportional feeding with pulse input pumps

Poolsure Customer Portal and Mobile App -

- App allows pool operators to log chemicals/equipment readings directly through their phones
- Summary display of recent tank levels and chemical readings per pool
- Bluetooth capability for manual logging
- Auto-calculate chemical levels and provide dosing recommendations
- Automatically store all data in Poolsure's database for future access
- Dashboard snapshots to include a quick at how much bleach is left in the tank and the most recent chemical readings
- Application display of each pool log with recommendations and tracking capability (flow rate, turnover rate, filter/pump pressure, active alerts, hourly reading pH/ORP readings)

Product	Sales Price	Quantity	Total Price
WM-CHEM-BASE FL	\$895.00	1.00	\$895.00

HOUSTON – SAN ANTONIO – AUSTIN – DALLAS – FT. WORTH – CORPUS CHRISTI – RIO GRANDE VALLEY  
 ORLANDO – DAYTONA – JACKSONVILLE – ST. AUGUSTINE – MELBOURNE – TAMPA BAY  
 BATON ROUGE – NEW ORLEANS – GULF PORT – BILOXI  
 ARIZONA – PHOENIX  
[www.poolsure.com](http://www.poolsure.com)

**EXHIBIT A – Specific Terms**

Property Name		Water Management Base Rate			
Villages of Westport CDD		\$895.00			
<b>Monthly Seasonal Billing – <u>100%</u> during Summer (April-September) and <u>100%</u> during Winter (October-March)</b>		<b>Summer</b>	<b>Winter</b>		
		\$895.00	\$895.00		
<b>Pool Name (Equipment/Tank Storage Location)</b>	<b>Additional Monthly Charges</b>	<b>Equipment</b>			
	<b>Shed Rental</b>	<b>Controller</b>	<b>Aquafi Router?</b>	<b>Bleach Tank Size (in Gallons)</b>	<b>Tank Sensor on Tank?</b>
Villages of Westport CDD - Outdoor		XPC	No	175	Yes
<b>Chemicals to be Delivered: May include but not limited to Sodium Hypochlorite, Pool Acid, Sodium Bicarbonate, Calcium Chloride, Cyanurics</b>					
<b>Special Items Included on Agreement:</b>					
<b>Delivery Address</b> 6714 Sandle Drive Jacksonville, FL 32219		<b>Billing Information</b> Sent Via: Mail Website: Email Address: Mail Address: Villages of Westport CDD 475 West Town Pl, Suite 114 St. Augustine, FL 32092			

*TENTH ORDER OF BUSINESS*

**LICENSE AGREEMENT BETWEEN THE VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT AND THE WESTPORT VILLAGES PROPERTY OWNERS' ASSOCIATION, INC. REGARDING THE USE OF DISTRICT PROPERTY**

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into this 14th day of November, 2023, by and between:

**VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special- purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Duval County, Florida, and with a mailing address of c/o Governmental Management Services LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”), and

**WESTPORT VILLAGES PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida corporation, with a mailing address of 200 Business Park Circle, Suite 101, St. Augustine, Florida 32095 (the “HOA” and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District owns, operates, and maintains an amenity center and associated parking areas (together, the “Amenity Facilities”), as shown on **Exhibit A**, attached hereto and incorporated herein by reference (altogether, “License Area”); and

**WHEREAS**, the HOA desires to make use of the License Area by hosting resident only community events, as more specifically described in **Exhibit B**, attached hereto and incorporated herein by reference (“Events”), which exhibit may be amended from time to time upon agreement by the Parties; and

**WHEREAS**, the District agrees to allow use of the License Area for the Events provided that such use does not impede the District’s operation of the License Area as a public improvement and so long as the terms and conditions set forth herein are met; and

**WHEREAS**, the District has determined that providing the HOA with the ability to use the License Area is a benefit to the District, is a proper public purpose, and makes appropriate use of the District’s public facilities.

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

**1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

**2. GRANT OF LICENSE.** The District hereby grants to the HOA a non-exclusive license to use the License Area for the Events (“License”). In consideration for use of the License Area, the HOA agrees to the following conditions:

**A.** The HOA’s access to and use of District property for the purposes contemplated by this License Agreement is limited to the License Area and reasonable ingress and egress thereto. No other use of or access to the District’s property is permitted. The District does not and cannot confer rights or interests in property outside of the License Area and makes no representations regarding the same; the HOA is solely responsible for obtaining consents and/or permits and meeting all regulatory requirements to utilize District and non-District property.

**B.** The Parties acknowledge that weather conditions may affect the use of the License Area at any given time. The District shall have the right, but not the obligation, to temporarily close the License Area on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. The HOA shall abide by the decision of the District as to the closure of the License Area. The HOA shall be responsible for the safety of its employees, guests, invitees, agents, or participants during such times.

**C.** The HOA’s use of the License Area shall be contemporaneous with the use of the License Area by Patrons (residents, paid users and authorized guests) of the District (as that term is defined in the District’s Policies and Fees for the Amenity Facilities), and the HOA’s use shall not interfere with the operation of the Amenity Facilities as public improvements. Further, the HOA shall only permit Patrons to use the License Area and the Events shall be limited to District residents and guests authorized pursuant to the District’s adopted Policies and Fees for the Amenity Facilities.

**D.** The HOA’s use of the License Area shall be subject to the policies and regulations of the District, including but not limited to the Policies and Fees for the Amenity Facilities, and the HOA acknowledges receipt of all such policies and rules.

**E.** The HOA shall maintain the License Area in a clean, neat, and sanitary condition in accordance with all applicable laws, rules, regulations, ordinances and covenants. Repairs of the License Area that are determined by the District and to be a result of this License Agreement, shall be completed in a timely manner and at the HOA’s sole cost and expense. Further, the HOA shall ensure proper coordination of parking plans, garbage/trash pickup responsibilities, maintenance of traffic and obtain any and all authorizations required by any regulatory agencies, including but not limited to Duval County, FDOT, the State of Florida or other entities. It is the responsibility of the HOA to ensure all of the facilities utilized by the HOA and its invitees are left in a neat and orderly fashion and trash is properly disposed of in trash cans.

**3. EFFECTIVE DATE; TERM.** This License Agreement shall become effective on the date first written above and shall continue in full force and effect for a period of one (1) year from such date but only for those Events as expressly set forth herein and, in any amendment, thereto as written between the Parties, unless revoked or terminated earlier in accordance with Paragraph

4, below. The License Agreement shall thereafter automatically renew for additional one (1) year periods on the same terms and conditions herein, unless otherwise terminated or revoked.

**4. REVOCATION, SUSPENSION AND TERMINATION.** The District and the HOA acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, by either party immediately upon notice. In the event this License is revoked or terminated pursuant to its terms, the HOA must expeditiously restore the District property to its same or better condition. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

**5. CARE OF PROPERTY.** The HOA agrees to use all due care to protect the property of the District, its Patrons and guests from damage and recognizes that the District’s facilities, including the Amenity Facilities, are being simultaneously run as a public improvement and the public will have continuous use of the facilities simultaneously with the HOA’s use. The HOA shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the HOA’s use of the License Area under this License Agreement, including, but not limited to, by its guests and invitees. The HOA shall commence repair of any damage resulting from its operations under this License Agreement within twenty-four (24) hours. Any such repairs shall be at the HOA’s sole and absolute expense, unless otherwise agreed, in writing, by the District.

**6. INDEMNIFICATION.** The HOA hereby agrees to defend, indemnify and hold the District and its supervisors, officers, employees, and staff harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys’ fees for the District’s legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage of any kind resulting in any manner whatsoever from use of the License by the HOA, its employees, agents, participants, guests or invitees. Nothing in this Agreement whatsoever shall be construed as a waiver of the District’s sovereign immunity or limits of liability 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. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this License Agreement.

**7. INSURANCE.** The HOA shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers’ Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000

Property Damage (including Contractual)	\$1,000,000/\$2,000,000
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Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
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If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the HOA shall, without interruption, and at the District’s option, maintain the insurance for at least five (5) years after the one-year anniversary of this Agreement. The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance for which only proof of insurance shall be provided. The HOA shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the HOA fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the HOA 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.

**8. ENFORCEMENT OF LICENSE AGREEMENT.** In the event that either the District or the HOA is required to enforce this License Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

**9. CONTROLLING LAW; VENUE; REMEDIES.** This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Duval County, Florida.

**10. ENTIRE AGREEMENT.** This is the entire agreement of the Parties as it relates to the subject of this License Agreement. This License Agreement may not be amended except in writing signed by both Parties. This License Agreement shall not be recorded in the public records.

**11. AMENDMENT.** Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both Parties.

**12. ASSIGNMENT.** The License shall be for the sole use by the HOA and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License without such prior written consent shall be void.

**13. INDEPENDENT CONTRACTOR.** In all matters relating to this License Agreement, the HOA shall act as an independent contractor. Neither the HOA nor any individual employed by the HOA in connection with the use of the License Area are employees of the District under the meaning or application of any federal or state laws. The HOA agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the License Area. The HOA shall have no authority to assume or create any obligation, express or implied, on behalf of the District and the HOA shall have no authority to represent the District as agent, employee or in any other capacity.

**14. NOTICES.** All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

**A.** If to the District: Villages of Westport **CDD**  
c/o Governmental Management Services L.L.C.  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

With a copy to: Kilinski Van Wyk PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B.** If to the HOA: Westport Villages Property Owners Association, Inc.  
200 Business Park Circle, Suite 101  
St. Augustine, Florida 32095  
Attn: Patti Brown

Except as otherwise provided in this License Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this License Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the HOA may deliver Notice on behalf of the District and the HOA. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**15. PUBLIC RECORDS.** The HOA understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, the HOA agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, Florida Statutes. The HOA acknowledges that the designated public records custodian for the District is **Howard McGaffney**



(“Public Records Custodian”). Among other requirements and to the extent applicable by law, the HOA shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the HOA 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 the HOA’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the HOA, the HOA 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 HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (904) 940-5850, [HMCGAFFNEY@GMSNF.COM](mailto:HMCGAFFNEY@GMSNF.COM), OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

**16. THIRD PARTY BENEFICIARIES.** This License Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this License Agreement. Nothing in this Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the Parties hereto any right, remedy or claim under or by reason of this License Agreement or any of the provisions or conditions of this License Agreement; and all of the provisions, representations, covenants and conditions contained in this License Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

**17. AUTHORIZATION.** The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the Parties has complied with all the requirements of law and each of the Parties has full power and authority to comply with the terms and conditions of this License Agreement.

**18. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this License Agreement shall not affect the validity or enforceability of the remaining portions of this License Agreement, or any part of this License Agreement not held to be invalid or unenforceable.

19. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this License Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this License Agreement.

20. **COUNTERPARTS.** This License Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

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

**VILLAGES OF WESTPORT COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:

*Yashetia Scarlett*

210894ABTC054EA  
\_\_\_\_\_  
Chairperson, Board of Supervisors

**WESTPORT VILLAGES PROPERTY  
OWNERS' ASSOCIATION, INC.**

*Alexander Havardak*

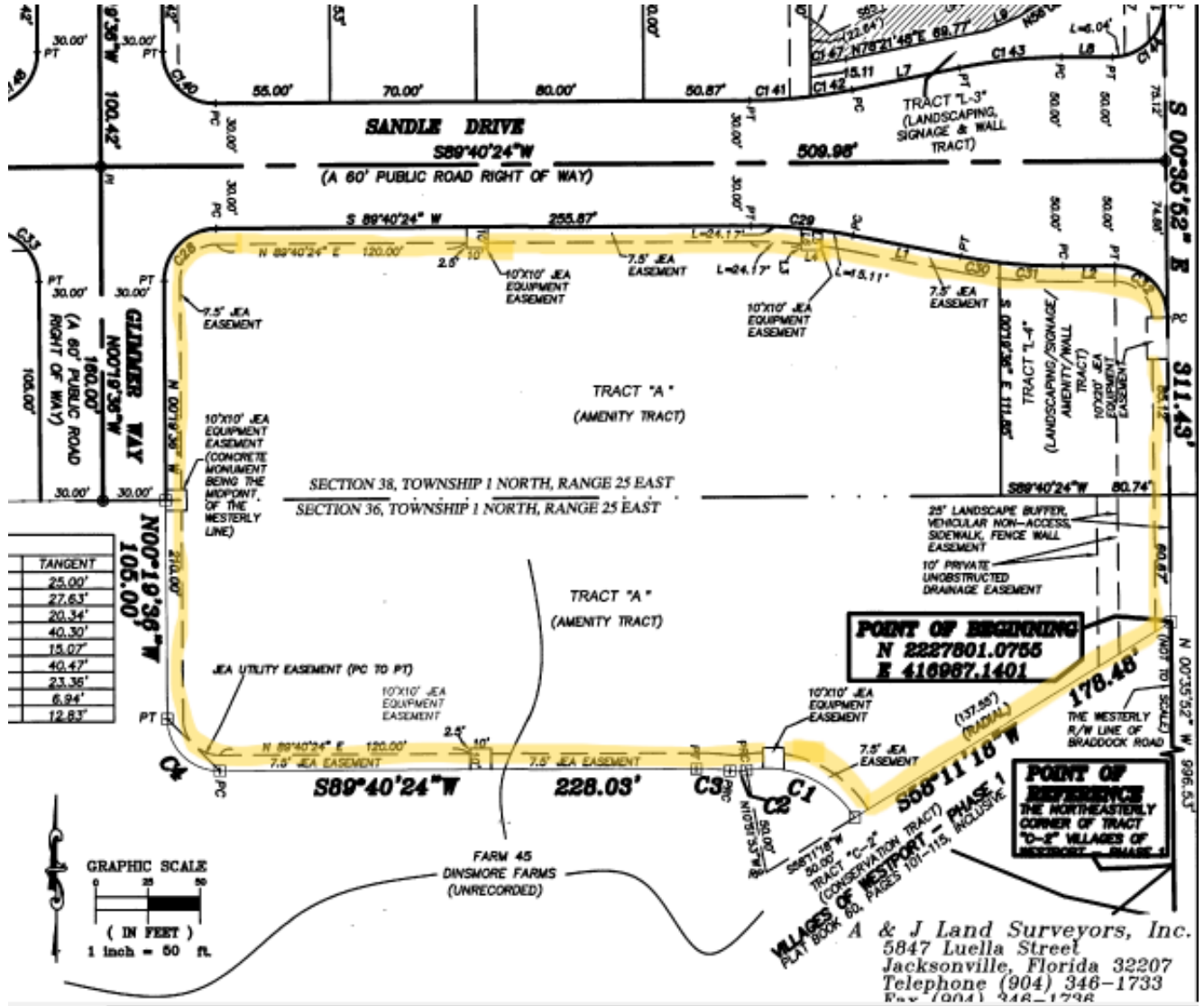
By: ALEXANDER HAVARDAK

Its: HOA PRESIDENT

**Exhibit A:** License Area

**Exhibit B:** Events

### Exhibit A License Area



**Exhibit B**

Events (to be updated from time to time without need to amend the agreement)

*ELEVENTH ORDER OF BUSINESS*

Vendor	Project	Estimate	Warranty	Notes	Status	Priority	Type
Beaches Electrical	Add Motion Sensor Flood Lighting	\$ 1,245.00	1 year	Adding 3 LED Motion Sensor Lights	January-Agenda	Board Request	Safety/Security
Vector	Security Camera (additional)	\$ 2,538.60	1 year Manufacturer, 90 day-Vector	1 new monitored, 1 moved camera	January-Agenda	Board Request	Safety/Security
Vector	Additional Annual Monitoring Fee-Camera	\$ 600.00	2 year Manufacturer, 90 day-Vector	Additional Annual Monitoring Fee	January-Agenda	Board Request	Safety/Security
Vector	Adding a Burglar Alarm	\$ 675.00	3 year Manufacturer, 90 day-Vector	2 new monitored, 1 moved camera	January-Agenda	Board Request	Safety/Security
Vector	Additional Annual Monitoring Fee-Burglar	\$ 599.40	4 year Manufacturer, 90 day-Vector	Additional Annual Monitoring Fee	January-Agenda	Board Request	Safety/Security
CBUSS Enterprises	Replace Pump Impeller, Seal Kits	\$ 2,609.49	1 year	Recommend approving	January-Agenda	Critical	Health/Safety
<b>Crown Pools</b>	<b>Replace Pump Impeller, Seal Kits</b>				<b>Waiting</b>	<b>Critical</b>	<b>Health/Safety</b>
CBUSS Enterprises	Pool Resurface	\$ 131,275.00	5 year manufacturer warranty	Recommend Board Approving a Vendor	January-Agenda	Essential	CIP
<b>Crown Pools</b>	<b>Pool Resurface</b>		<b>5 year manufacturer warranty</b>	<b>Recommend Board Approving a Vendor</b>	<b>Waiting</b>	<b>Essential</b>	<b>CIP</b>
Epic Pools	Pool Resurface	\$ 134,750.00	5 year manufacturer warranty	Recommend Board Approving a Vendor	January-Agenda	Essential	CIP
Big Z Pools	Pool Resurface		5 year manufacturer warranty	Recommend Board Approving a Vendor	N/A	Essential	CIP
G-Force	Seal, Stripe Parking Lot	\$ 3,057.00	N/A	Recommend sealing and restriping	January-Agenda	Essential	CIP
Florida Certified Contractors	Pressure Wash, Repair, Seal and Paint Entryway Monuments	\$ 7,900.00	1 year	Recommend approving	January-Agenda	Essential	CIP
Brightview	Privacy Hedge	\$ 4,359.80	As long as they have the contract	105 Dwarf Holly, appx 315 ft.	January-Agenda	Board Request	Safety/Security
Brightview	Landscape Entryways Enhancements	\$ 9,181.77	As long as they have the contract	Perennials, Mulhy Grass etc.	January-Agenda	Essential	Landscape
Brightview	Landscape at Amenity Center	\$ 1,561.67	As long as they have the contract	Perennials, Mulhy Grass Etc.	January-Agenda	Essential	Landscape
Brightview	Mulch-Amenity Center	\$ 2,549.00		180 bags of medium pine bark \$60/CY	January-Agenda	Essential	Landscape
NCT	Mulch-Amenity Center	\$ 1,590.00	N/A	\$8/CY, price includes installation	January-Agenda	Essential	Landscape
	<b>Approved &amp; Completed Projects</b>						
Conserva	Drainage Project - Amenity Center Downspout	\$ 3,356.50	1 year	An additional 100 ft. was approved	Completed	Essential	Safety
Brightview	Palm Tree Trimming-Amenity Center	\$ 1,265.00	N/A	Subcontracted to Taylor Tree	Completed	Essential	Safety
Conserva	Irrigation -Start-up Repair-Devinston	\$ 2,495.00	1 year	Removed 44 heads, fixed several issues	Completed	Critical	Irrigation
Conserva	Irrigation Repair-Keniston, Creston, Braddock	\$ 2,005.00	1 year	Additional Drainage,Ongoing-Water Line Breaks	Approved	Critical	Irrigation
CBUSS	Pool Repairs	\$ 550.00	N/A	Patch work, replace broken tile	Approved	Critical	Health/Safety
PoolSure	Pool Controller and Feeders (\$895/month)	\$ 10,740.00	1 year	Annual Pool Chemical Controller and Chemicals	Approved	Critical	Health/Safety
Taylor Tree	Tree Removal-Prior Lightning Strike?-Braddock Rd.	\$ 1,900.00		Negotiated it down from \$2,400	Approved	Critical	Health/Safety
		\$ 22,311.50					
	<b>Proposals Not Approved</b>						
Brightview	Drainage Project - Amenity Center Downspout	\$ 16,280.75			Not Approved		Safety
Brightview	Irrigation -Start-up Repair-Devinston	\$ 2,676.19			Not Approved		Irrigation
Brightview	Annuals at Monument Signs	\$ 719.00			Not Approved		Landscaping
		\$ 19,675.94					
	<b>Items for Reserve Funding Purposes</b>						
G-Force	Mill and Resurface Parking Lot	\$ 33,921.31	1 year	Reserve Study Purposes	January-Agenda	Other	CIP
Florida Certified Contractors	Pressure Wash, Repair, Seal and Paint Barrier walls	\$ 79,576.00	1 year	Reserve Study Purposes	January-Agenda	Essential	CIP
Florida Certified Contractors	Amenity Center Roof Replacement	\$ 13,500.00	15 year	Reserve Study Purposes	January-Agenda	Other	CIP

*TWELFTH ORDER OF BUSINESS*

*A.*



**COMMERCIAL SECURITY AS A SERVICE AGREEMENT**

TOWN NO.  
0043-JACKSONVILLE,  
FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-7JULNGAT

DATE: 1/8/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")  
Joseph Travers  
10255 Fortune Pkwy,  
Jacksonville, FL 32256-6503  
Tele. No. (904) 472-3626

Villages of Westport  
d/b/a:  
("Customer")  
Customer Billing Information  
6702 Sandle Dr,  
Jacksonville, FL 32219  
Attn:  
Tele. No.

Customer Premises Served  
6702 Sandle Dr,  
Jacksonville, FL 32219  
Attn: Alice Alice  
Tele. No. (904) 713-0922

This Commercial Security as a Service Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

**I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:**

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

**II. CHARGES AND FEES; TAXES:**

**a. Installation Charge.** Upon acceptance of this Agreement, Customer agrees to pay the installation charge outlined in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge") and as a precondition to activation of system and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any additional equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Equipment becomes the property of Customer on payment of the Installation Payment Charge in full and Customer grants to Johnson Controls a security interest in the Equipment until this time.

**b. Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Quarterly** basis unless otherwise agreed by the parties in writing plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a/an **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and, notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

**c. Other Charges.** Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

**d. Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices for the Installation Payment Charge are due upon receipt and for the Annual Service Charge are due within thirty (30) days of the date of the invoice unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH Bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

**III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

**ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

[Signature Follow on Next Page]

**COMMERCIAL SECURITY AS A SERVICE  
AGREEMENT**

TOWN NO.  
0043-JACKSONVILLE,  
FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-7ULNGAT

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL  
HERE \_\_\_\_\_

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL  
HERE \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

Sales Agent: Joseph Travers  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

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

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

To ensure that JCI is complaint with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO:  This signed contract satisfies the Agreement

YES:  Single PO required for Initial term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoices are accepted via e-mail YES:  E-mail address to be used: \_\_\_\_\_

NO:  Please submit invoices via mail  NO: Please submit via \_\_\_\_\_

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**COMMERCIAL SECURITY AS A SERVICE  
AGREEMENT**

TOWN NO.  
0043-JACKSONVILLE,  
FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-7ULNGAT

**SCOPE OF WORK / SCHEDULE OF PROTECTION**

**IV. SCOPE OF WORK / SCHEDULE OF PROTECTION (“SOW”):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

**A. Technology Refresh for Security as a Service:**

(ii) Within six (6) months prior to the termination date of the Initial Term of this Agreement, the customer may notify Johnson Controls to replace such Equipment with similar or substantially similar equipment sold as current technology by Johnson Controls at the time the Equipment is replaced as part of a technology refresh and/or upgrade. Such Equipment will be replaced by Johnson Controls at no additional charge to the Customer provided the Customer agrees to extend the Initial Terms of this Agreement for an additional 5 years. Customer will be responsible for paying the Installation Charge and additional service fees for any add-ons, wiring changes, or other charges required beyond the replacement of the substantially similar Equipment.

**B. Services to be Provided (“Services”)**

Alarm monitoring and Notification Services:	<b>No Service Selected</b>
Video Surveillance Services:	<b>No Service Selected</b>
Managed Access Control Services:	<b>No Service Selected</b>
Video Equipment:	<b>No Service Selected</b>
Maintenance Service Plan; Preventive Maintenance/Inspection:	<b>Enhanced Maintenance PROVIDED / Inspections NOT PROVIDED</b>
Additional Services:	<b>Other Service or No Service as specified PROVIDED</b>

**C. Equipment to be Installed (“Equipment”):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer’s designated facility(ies). As used herein, “installation” means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer’s Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer’s Communications Facilities; and (vii) providing user-level training to Customer’s designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Badging kit: DTC-4000 single-sided Ethernet & USB printer, camera, YMCKO cartridge, cleaning rollers	

**D. CHARGES AND ESTIMATED TAX:**

**1. Installation Charge for Security as a Service**

Installation Charge (Pre-Tax):	<b>\$0.00</b>
* Estimated Tax(es):	<b>\$0.00</b>
<b>Total Installation Charge with Tax:</b>	<b>\$0.00</b>
<b>Amount Due at Signing:</b>	<b>\$0.00</b>

**2. Annual Service Charge:**

Annual Charge Amount (Pre-tax):	<b>\$2,565.54</b>
* Estimated Tax(es):	<b>\$0.00</b>
<b>ANNUAL CHARGE:</b>	<b>\$2,565.54</b>

\* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

**E. Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: ALICE 9048052378 academyofdreams@yahoo.com  
 System Operation: CUSTOMER HAS EXISTING ACCESS CONTROL SYSTEM AND WANTS TO ADD A BADGE PRINTER TO PUT PERSONS FACE ID ON CUSTOMER TO HAVE INTERNET CONNECTION AND PRINTABLE BADGES AND SERVER ON HAND TO CONNECT TO BADGE PRINTER  
 Programming Info:  
 Site Conditions:  
 Existing Equipment:  
 Customer Expectations:

Training Expectations:  
General Comments:  
Customer Responsibilities / Johnson Controls Exclusions:  
Documentation Needs:

**Contract Notes -**

## TERMS AND CONDITIONS

### TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

#### A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan (“Enhanced Maintenance”). If Enhanced Maintenance is purchased, Johnson Controls will provide and bear the expense of the labor required to maintain/repair the covered Equipment for issues related to normal wear and tear. Customer shall pay for any costs associated with the purchase of parts, components, materials and equipment procured by Johnson Controls for repair/replacement. The following are not covered under Enhanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) “Conditions” not covered by Warranties shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls’ then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls’ obligation to perform Enhanced Maintenance service relates solely to the covered Equipment. 2. If Enhanced Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Enhanced Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls’ specifications and/or the standards set by applicable law. 3. Enhanced Maintenance will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Enhanced Maintenance performed outside of these hours is subject to additional charges. Provision of Enhanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer (“OEM”).

A.3.2 Expert Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service (“T/I”). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television (“CCTV”)/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

A.8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services (“SSS”) are purchased they will be provided on licensed software titles expressly identified in this agreement, (the “Covered Software”). Support Conditions. SSS for Covered Software are subject to the following conditions (“Support Conditions”): (a) Johnson Controls’ receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor (“Licensor”); (c) Customer’s use of Covered Software is in accordance with the end user license agreement (“EULA”) between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a “Problem”), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer’s network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer’s failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls’ discretion as a software fix or workaroud. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer’s system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer (“OEM”) and/or Licensor (collectively, also referred to as an “Johnson Controls Supplier”) has not provided a resolution or workaroud. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer’s request, on a time and materials basis at Johnson Controls’ then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services (“ESS”) are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls’ then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges (“Reinstatement Fee”) at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability.

Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services here under. The Customer agrees that the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.

A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. Any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Control's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's consent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall

have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) If Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, or Communication Facilities; (g) changes in applicable law; or (h) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain



Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaltos](http://www.johnsoncontrols.com/buildings/legal/digital/generaltos) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC (“Johnson Controls”) is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on [www.johnsoncontrols.com](http://www.johnsoncontrols.com). California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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**COMMERCIAL SECURITY AS A SERVICE  
AGREEMENT**

TOWN NO.  
0043-JACKSONVILLE,  
FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-7ULNGAT

**ADDITIONAL TERMS AND CONDITIONS**

DATE: 1/8/2025

Johnson Controls Security Solutions LLC ("Johnson Controls")

Joseph Travers  
10255 Fortune Pkwy,  
Jacksonville, FL 32256-6503  
Tele. No. (904) 472-3626

Villages of Westport

d/b/a:  
("Customer")

**Customer Billing Information**

6702 Sandle Dr,  
Jacksonville, FL 32219

Attn:  
Tele. No.

**Customer Premises Served**

6702 Sandle Dr,  
Jacksonville, FL 32219

Attn: Alice Alice  
Tele. No. (904) 713-0922

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Joseph Travers**  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

\_\_\_\_\_  
(Name Printed)

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

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

DATE: 1/8/2025

**Johnson Controls Security Solutions LLC ("Johnson Controls")**Joseph Travers  
10255 Fortune Pkwy,  
Jacksonville, FL 32256-6503  
Tele. No. (904) 472-3626Villages of Westport  
d/b/a:

("Customer")

**Customer Billing Information**6702 Sandle Dr,  
Jacksonville, FL 32219  
Attn:  
Tele. No.**Customer Premises Serviced**6702 Sandle Dr,  
Jacksonville, FL 32219  
Attn: Alice Alice  
Tele. No. (904) 713-0922

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

**I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:**

- |   |  |
|---|--|
| (a) Hazardous Substance Checklist and Customer Letter | (e) State Specific Forms, if applicable (e.g., local permit applications)            |
| (b) Scope of Work / Schedule(s) of Protection         | (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) |
| (c) Terms and Conditions                              | (g) If multiple locations, see attached schedule                                     |
| (d) Additional Terms and Conditions                   |  |

**II. CHARGES AND FEES; TAXES: a. Equipment Installation.** Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 30 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services. Any outstanding Installation Charges and/or Fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

**b. Services.** Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Annual** basis, unless otherwise agreed by the parties in writing, plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. After the Initial Term this Agreement shall automatically renew on a(n) **Annual** basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. Notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. In addition, prices for Equipment covered by this Agreement may be adjusted by Johnson Controls, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Johnson Control's proposal or quotation, to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) inability to secure Equipment, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

**c. Other Charges.** Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

**d. Invoicing.** Pricing is based upon the billing and payment terms set forth in this Agreement. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted. This Agreement is entered into with the understanding that the services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

**III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, SOW and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, SOW or other document issued by Customer. Any changes must be mutually agreed to in writing by the authorized representatives of the Customer and Johnson Controls. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

**ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.**

[Signature Follow on Next Page]

COMMERCIAL SALES AGREEMENT

TOWN NO.  
0043-JACKSONVILLE, FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-7ULNGAT

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL  
HERE \_\_\_\_\_

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE  
\_\_\_\_\_

CUSTOMER: \_\_\_\_\_

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

Sales Agent: Joseph Travers  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

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

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

**CUSTOMER ACCEPTANCE**

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO:  this signed contract satisfies Agreement

YES:  Single PO Required for Initial Term

Annual PO Required

ANSC PO Required Yearly (ANSC = Annual Service Charge)

AR Invoice are accepted via e-mail: YES:  Email address to be used: \_\_\_\_\_

NO:  Please submit invoices via mail  NO: Please submit via \_\_\_\_\_

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**COMMERCIAL SALES AGREEMENT**

TOWN NO.  
0043-JACKSONVILLE,  
FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-7ULNGAT

**SCOPE OF WORK / SCHEDULE OF PROTECTION**

**IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

**A. Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

**B. Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	<b>No Service Selected</b>
Video Surveillance Services:	<b>No Service Selected</b>
Managed Access Control Services:	<b>No Service Selected</b>
Video Equipment:	<b>No Service Selected</b>
Maintenance Service Plan; Preventive Maintenance/Inspection:	<b>Enhanced Maintenance PROVIDED / Inspections NOT PROVIDED</b>
Additional Services:	<b>Other Service or No Service as specified PROVIDED</b>

**C. Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Badging kit: DTC-4000 single-sided Ethernet & USB printer, camera, YMCKO cartridge, cleaning rollers	

**D. CHARGES AND ESTIMATED TAX:**

**1. Installation Charge:**

Installation Charge Amount:	<b>\$8,300.00</b>
* Estimated Tax(es):	<b>\$0.00</b>
<b>TOTAL INSTALLATION CHARGE:</b>	<b>\$8,300.00</b>
<b>Installation Deposit Amount:</b>	<b>\$4,980.00</b>

Planned Monthly Progress Billing Schedule of Values	
Description	%
Deposit/Advance Payment/Mobilization	60%
Monthly Progress Billing (Installation/Commissioning)	40%

**2. Annual Service Charge:**

Annual Service Charge Amount:	<b>\$740.80</b>
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* Estimated Tax(es):	<b>\$0.00</b>
<b>TOTAL ANNUAL SERVICE CHARGE:</b>	<b>\$740.80</b>

\* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

**E. Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: ALICE 9048052378 academyofdreams@yahoo.com

System Operation: CUSTOMER HAS EXISTING ACCESS CONTROL SYSTEM AND WANTS TO ADD A BADGE PRINTER TO PUT PERSONS FACE ID ON CUSTOMER TO HAVE INTERNET CONNECTION AND PRINTABLE BADGES AND SERVER ON HAND TO CONNECT TO BADGE PRINTER

Programming Info:

Site Conditions:

Existing Equipment:

Customer Expectations:

Training Expectations:

General Comments:

Customer Responsibilities / Johnson Controls Exclusions:

Documentation Needs:

**Contract Notes -**

## TERMS AND CONDITIONS

### TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

#### A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan (“Enhanced Maintenance”). If Enhanced Maintenance is purchased, Johnson Controls will provide and bear the expense of the labor required to maintain/repair the covered Equipment for issues related to normal wear and tear. Customer shall pay for any costs associated with the purchase of parts, components, materials and equipment procured by Johnson Controls for repair/replacement. The following are not covered under Enhanced Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) “Conditions” not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls’ then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls’ obligation to perform Enhanced Maintenance service relates solely to the covered Equipment. 2. If Enhanced Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Enhanced Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls’ specifications and/or the standards set by applicable law. 3. Enhanced Maintenance will be furnished during Johnson Controls’ “Normal Working Hours” (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Enhanced Maintenance performed outside of these hours is subject to additional charges. Provision of Enhanced Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer (“OEM”).

A.3.2 Expert Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service (“T/I”). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.7. Closed Circuit Television (“CCTV”)/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

A.8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management (“MSM”) Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services (“SSS”) are purchased they will be provided on licensed software titles expressly identified in this agreement, (the “Covered Software”). Support Conditions. SSS for Covered Software are subject to the following conditions (“Support Conditions”): (a) Johnson Controls’ receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor (“Licensor”); (c) Customer’s use of Covered Software is in accordance with the end user license agreement (“EULA”) between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a “Problem”), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer’s network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer’s failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls’ discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer’s system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer (“OEM”) and/or Licensor (collectively, also referred to as an “Johnson Controls Supplier”) has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer’s request, on a time and materials basis at Johnson Controls’ then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services (“ESS”) are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls’ then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges



("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD\$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services here under. The Customer agrees that the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank – Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.
A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.
A.48. Purchase and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.
A.49. Installation and Subscription Services for Motorola Concealed Weapons Detection System. Intentionally left blank - Panel have not been purchased.
A.50. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.
B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.
3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.
4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.
5. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JOHNSON CONTROLS, such as suggestions as to design use and suitability of the Equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JOHNSON CONTROLS is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the Equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JOHNSON CONTROLS are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.
C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wire mold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.
D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.
E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson

Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls and its suppliers do not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls nor its suppliers. Insurance, if any, covering such risk shall be obtained by Customer. Neither of Johnson Controls nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls or its suppliers to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls and its suppliers arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls and/or one or more of its suppliers are found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, the liability of Johnson Controls and its suppliers shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' or its suppliers' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' or its suppliers' performance or nonperformance of their respective obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its suppliers, agents or employees.

If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls or its suppliers in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls and its suppliers harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its suppliers, agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors, suppliers and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) If Johnson Controls' performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, Equipment, or products (including component parts and/or materials) or because Johnson Controls or its supplier(s) has discontinued the manufacture or the sale of the Equipment and/or products or is no longer in the business of providing the Services; (f) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, or Communication Facilities; (g) changes in applicable law; or (h) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination. Johnson Controls may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Johnson Controls' performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Johnson Controls will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and

Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls assumes no liability for delays in installation of the Equipment or for the consequences therefrom, however caused. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software applications. Customer consents to and grants Johnson Controls right to collect, ingest and use such data to enable Johnson Controls and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Johnson Controls products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Johnson Controls secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and related equipment installed at Customer facilities and Johnson Controls cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Johnson Controls Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Johnson Controls General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Johnson Controls Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaltos](http://www.johnsoncontrols.com/buildings/legal/digital/generaltos) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Johnson Control is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Dispute Resolution: Johnson Controls shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to

conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Johnson Controls and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Johnson Controls, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Johnson Controls' reasonable collection costs (including legal fees and expenses).

P. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on [www.johnsoncontrols.com](http://www.johnsoncontrols.com). California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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**COMMERCIAL SALES AGREEMENT**

TOWN NO.  
0043-JACKSONVILLE,  
FL

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.  
1-7ULNGAT

**ADDITIONAL TERMS AND CONDITIONS**

DATE: 1/8/2025

**Johnson Controls Security Solutions LLC ("Johnson Controls")**

Joseph Travers  
10255 Fortune Pkwy,  
Jacksonville, FL 32256-6503  
Tele. No. (904) 472-3626

Villages of Westport  
**d/b/a:**  
("Customer")

**Customer Billing Information**  
6702 Sandle Dr,  
Jacksonville, FL 32219  
**Attn:**  
**Tele. No.**

**Customer Premises Served**

6702 Sandle Dr,  
Jacksonville, FL 32219  
**Attn:** Alice Alice  
**Tele. No.** (904) 713-0922

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: \_\_\_\_\_  
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Joseph Travers**  
Sales Representative Registration Number (if applicable): \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
(Signature of Customer's Authorized Representative)

\_\_\_\_\_  
(Name Printed)

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

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

*B.*

# P R O P O S A L

Conserva Irrigation of NEFL  
 51 Hudson Way  
 Ste 6  
 Ponte Vedra , FL 32081  
 (904) 862-2211

nefl@conservairrigation.com

<https://www.conservairrigation.com/northeast-florida/>



**Billing Address**

Villages of Westport CDD  
 475 W. Town Place  
 Ste 114  
 St. Augustine, FL 32092  
 (904) 386-0186 (Mobile)  
 Howard@flcspec.com

**Service Address**

Howard McGaffney  
 6702 Sandle Dr  
 Jacksonville, FL 32219  
 (904) 386-0186 (Mobile)

Date	December 5, 2024
Total	\$1,040.00

This proposal expires on 4/9/2025

Item	Description	Qty	Rate	Amount
The Monthly Package (PPV)	We'll come out once per month and inspect your system for any issues or adjustments. With this package enjoy priority scheduling. Please note that the price shown is billed per visit. *Walk entire system zone by zone making notes of common issues *Inspect the function of every head *Inspect visible valve boxes for correct wiring and leaks *Includes adjustments	52	20.00	\$1,040.00



	of heads on all 52 zones (Excludes raising/straightening) *Inspect and test (4) Controllers and (2) Nodes, make necessary changes to timer as needed *Priority scheduling  *No contract required.  **Repair budget requested (Please call office to discuss).			
			Subtotal	\$1,040.00
			Tax	\$0.00
			Total	\$1,040.00

**En Route Notifications** Text message to (904) 386-0186

**You must select a payment plan before accepting your proposal. Please choose one below:**

<h2 style="margin: 0;">Credit Card</h2>
<p style="margin: 0;">Credit card info required for service. Once each visit has been completed your card will be charged for  Pay \$346.63 upfront followed by 1 payments of \$1,040.00.</p>
<p style="margin: 0; font-size: 1.2em;">Select Plan</p>

**T E R M S   A N D   C O N D I T I O N S**

LIMITED WARRANTY STATEMENT: Conserva Irrigation (“Service Provider”) guarantees the quality of the work performed at the Client’s (“Client” or “Customer”) premises. This warranty is effective for products installed and services provided by the Service Provider. Service Provider warrants to the original end user customer

of its products specified below that its products are free from defects in material and workmanship. Repaired parts or replacement products will be provided by the local Conserva Irrigation Franchisee on an exchange basis and will be either new or refurbished to be functionally equivalent to new. Purchaser must present acceptable proof of original ownership (such as original receipt or other documentation Conserva Irrigation Franchisee deems acceptable).

**DURATION OF WARRANTY: One-Year Extendable Warranty.** Conserva Irrigation warrantees all parts installed by Service Provider for a period of One Year from the date of installation. This warranty may be extended up to Five Years on all parts installed by Service Provider by purchasing a seasonal service package each contiguous year offered by Conserva Irrigation. Service Provider does not warrant damaged caused by lightning and other "Acts of God", root intrusion, power surges, freeze damage, rodent damage, and similar events. Damage or material failures due to abuse or negligence by customer or other contractors are not covered by any warranty.

**SITE CONDITIONS:** The estimate for work provided is under normal site conditions. If after the work is started Service Provider identifies abnormal site conditions (i.e. unfavorable soil conditions, organic or other debris, excessive root growth, etc.) not foreseen in the estimate, the Service Provider will stop work immediately and inform the Client of any changes in the estimate. If the Client does not agree to the new estimated price, the Client agrees to pay for all work performed prior to the work stoppage.

**UTILITY MARKING:** If needed, the Service Provider will contact the public utility locating company to have the public utilities marked in the designated work area. Any private utilities on the property, (i.e. septic system, drain/leach field, dog fence, private electric and gas lines, landscape lighting, etc.) are the responsibility of the Client. If the Client does not notify the Service Provider of these private utilities, the Service Provider assumes no responsibility for damage.

**SERVICE DELAYS:** Service Provider is not responsible or liable for delays in the commencement or completion of the Services that are a result of conditions beyond Service Provider's control (including, for example, weather, strikes, or a supplier's inability to provide materials.) If Client fails to make a scheduled payment, Service Provider may elect to postpone its performance of the Services at its discretion after receipt of all amounts due and payable. Delays caused by such events do not constitute abandonment.

**CANCELLATION POLICY:** Client must contact the Service Provider no later than 24 hours prior to the confirmed appointment time to cancel the service. If Client cancels the appointment within 24 hours of the appointment or does not show, Service Provider reserves the right to charge a service fee.

**DISPUTES:** This Service Agreement is made and shall be construed under the laws of the State in which it is contracted. Except as set forth below, if any controversy or claim arises out of or relates to this Service Agreement, or breach thereof, and cannot be settled through direct discussions, the parties must first endeavor to settle the controversy or claim by mediation administered by the American Arbitration

Association under its Construction Industry Mediation Rules, before resorting to Arbitration Rules, and judgment of the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties may agree to mediation and arbitration by the Better Business Bureau in lieu of the foregoing. It is further agreed that any efforts by the Service Provider to collect amounts due or any part thereof will not be subject to the mediation and arbitration provisions set forth above. Client will pay any collection expense, court costs, and reasonable attorney's fees which may be incurred in such collection efforts. Client hereby waives any and all rights client may have to a jury in any suit hereunder.

**ELECTRONIC CHECK RECOVERY SYSTEM:** The Service Provider uses a third party for recovery of returned checks. If Client chooses to pay for Client's purchase by check and Client's bank returns the check, Client gives the Service Provider and its affiliates permission, in advance, to electronically debit Client's checking account for the check amount plus a return fee of the maximum amount allowed by this State.

**PAYMENT:** If the Client fails to fulfill their payment obligations under this Service Agreement the Service Provider has the right to charge interest from the payment due date to the date of payment at the lesser of 18% per annum or the maximum amount allowable under applicable law. The Service Provider also has the right to request a deposit when applicable.

**NO WAIVER OF RIGHTS:** Service Provider's failure to exercise a right or remedy or Service Provider's acceptance of a partial or delinquent payment, will not operate as a waiver of any of Service Provider's rights, or Client's obligations, under this Service Agreement and will not constitute a waiver of Service Provider's right to declare an immediate or a subsequent default of this Service Agreement.

**ENTIRE AGREEMENT:** This Service Agreement contains the entire understanding and agreement between the parties with respect to the Services and supersedes all prior or contemporaneous written and oral agreements and understandings with respect to the subject matter hereof. No oral or promises or agreements are a part of this service agreement.

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

*C.*

**BEACHES ELECTRICAL SERVICE INC.**  
 214 Cokesbury Ct.  
 Green Cove Springs, FL 32043  
 US  
 +19046293182  
 beacheselectricalserviceinc@gmail.com  
 https://beacheselectricalserviceinc.com

# Proposal



ADDRESS
Villages of Westport CDD 475 West Town Place, STE 114 St Augustine, FL 32092 FL

SHIP TO
Villages of Westport CDD 475 West Town Place, STE 114 St Augustine, FL 32092 FL

PROPOSAL #	DATE	EXPIRATION DATE
3584	01/06/2025	02/06/2025

**SALES REP**  
 Nelson

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>16 Electrical &amp; Lighting</b>	Provide and install 3 motion censored flood fixtures at the amenity center	3	415.00	1,245.00

Payment is due upon completion. TOTAL **\$1,245.00**

Total includes materials, labor and tax. 1 year warranty

Accepted By

Accepted Date

VISIT OUR WEBSITE  
<https://beacheselectricalserviceinc.com>

(904) 629-3182 MAIN  
 (904) 406-0603 FAX

*D.*



# Proposal

Date	Estimate #
12/11/2024	13753

1785 Lakeside Avenue  
St. Augustine, Fla 32084

Office: 904.824.2301  
Email: info@fccbuilders.com  
www.FccBuilders.com

Licenses  
FL General #CGC1531907  
GA General #GCCO008365  
Building #CBC1255351  
Roofing #CCC1332589  
Mold #MRSR1173 & MRSA 1000

<b>Proposal Prepared For:</b>
Villages of Westport 6702 Sandle Dr Jacksonville, FL 32219 Howard@flspec.com (904) 386-0186

P.O. No.	Project		
	Entrance Sign Repairs		
Description	Qty	Cost	Total
Entrance Sign Texture Repairs & Paint at 3 Locations A. Perimeter Wall Repairs A1. Stucco Texture Repair, Approx. 5 SF *grind and remove existing texture from stucco along crack *apply synthetic stucco base to cracks *apply new fiberglass mesh along crack joint *apply new texture to match existing as closely as possible A2. Cracks and Sealant's - All *Fill any cracks over 1/8" with Dymonic FC polyurethane sealant *All cracks below 1/8" SW elastomeric stucco patch *Seal perimeter of all protrusions, plan changes, abutments & dissimilar materials with Dowsil Paintable Polyurethane sealant Coatings A3. Preparation Clean surface with pressure washer to remove all loose dirt, and paint *apply rust destroyer inhibitor to all ferrous metals prior to paint application A4. Coatings *Apply 1 coats of Sherwin Williams Loxon XP to match existing *Apply 1 coats of Sherwin Williams Latitude to match existing  Bid Qualifications: *Owner to provide water and power for work site *all landscaping regardless if effected by construction to be repaired / replaced by owner and is not included in bid *all additional work to be an additional charge		7,980.00	7,980.00
		<b>Total</b>	

Phone #	Fax #
904-824-2301	9048242302

Fcc/ Rep Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
 Owner Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_



# Proposal

Date	Estimate #
12/11/2024	13753

1785 Lakeside Avenue  
St. Augustine, Fla 32084

Office: 904.824.2301  
Email: info@fccbuilders.com  
www.FccBuilders.com

Licenses  
FL General #CGC1531907  
GA General #GCCO008365  
Building #CBC1255351  
Roofing #CCC1332589  
Mold #MRSR1173 & MRSA 1000

<b>Proposal Prepared For:</b>
Villages of Westport 6702 Sandle Dr Jacksonville, FL 32219 Howard@flspec.com (904) 386-0186

P.O. No.	Project		
	Entrance Sign Repairs		
Description	Qty	Cost	Total
<p>All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the Specifications listed above involving extra cost will be executed only upon written order and will become an extra charge(s) over and above the estimate. All Equipment, tools &amp; scaffold will be supplied in order to complete the job in a safe and timely manner. Cancellation of contract may incur administrative and material fees.</p> <p>Quote is good for 30 days.</p>			
<b>Total</b>			\$7,980.00

Phone #	Fax #
904-824-2301	9048242302

Fcc/ Rep Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_  
Owner Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_



*E.*

*1.*



904.710.8161  
 clayton@cbussenterprises.com  
 www.cbussenterprises.com  
 152 Lipizzan Trail  
 Saint Augustine, FL 32095

November 21, 2024

Daniel Laughlin, District Manager  
 c/o Governmental Management Services, LLC  
 475 West Town Place, Suite 114  
 Saitn Augustine, FL 32092

Villages of Westport  
 6702 Sandle Dr.  
 Jacksonville, FL 32219  
 dlaughlin@gmsnf.com

**COMMERCIAL POOL REFINISHING PROPOSAL.**

VOID AFTER 30 DAYS

**SCOPE OF WORK**

- Complete Commercial Pool Refinish and Verification of Entrapment Safety -- Features forms for Duval County Department of Health.
- Obtain City of Jacksonville Building Department Permit.
- The Pools shall be drained in a professional manner, using pump and or existing well points as needed.
- Complete chip-out, mechanically scarify, 5000PSI hydro blast and prepare wall and bottom surfaces of pool.
- Cut off and chip out existing 298LFT perimeter overflow gutter. Level overflow gutter drains. Rebuild and level gutter to maintain proper slope to gutter outlets and backsplash tiles.
- Inspect shell of pool and hydraulic pressure beneath pool through access hole.
- Replace hydrostatic valves.
- Chip out around all penetrations and lights and apply waterproofing hydraulic cement.
- Pneumatically Apply Multicoat bonding and waterproofing agents.
- Chip out Existing Backsplash and Waterline tiles.
- Install new 6x6 Backsplash Tile \$6/Sqft Allowance
- Install non-skid mudcap waterline tile at edge of perimeter overflow gutter.
- Install 2 new lap lanes and 4 new targets using Slip Resistant Underwater Tile.
- Install new floor and Leak stopper wall return fittings.
- Install new VGB main drain frames and grates.
- Install 4 new LED Commercial Pool Lights.
- Apply plaster material to pool walls and bottom and hand trowel to proper finish.
- Refill and chemically balance water. Owner responsible for water bill.

**Option 1**

Refinish Pools per above with CLI Krystal Krete ART

5 Year Manufacturer Warranty .....\$131,275.00

**Option**

Refinish Pools per above with CLI Cove Blue Pearl PEBBLE

5 Year Manufacturer Warranty .....\$138,765.00



904.710.8161  
 clayton@cbussenterprises.com  
 www.cbussenterprises.com  
 152 Lipizzan Trail  
 Saint Augustine, FL 32095

Villages of Westport

□ This Job is Expected to take 3-4 Weeks once pool is drained and work commences.

This project will be performed in a timely manner with myself as the contractor on the job during each phase of the work and completing the work at hand. This project will not run simultaneously with any other job and will be top priority. The jobsite will be kept clean and free from trash and rubbish. A 14' Dump Trailer will be left on site during construction and dumped periodically. All other tools will be picked up daily and not left on site. The pools will be drained in a professional manner and secured by a dewatering pump with well points as needed and relief holes through the pool shell/bottom to ensure proper ground water control.

Tile selections will be made and approved by Villages of Westport B.O.D. There are many colors to choose from.

After the pool is plastered and filled with water, C. Buss Enterprises will initiate the National Plasters Council Start up Process of the pool to ensure proper chemical balance and customer satisfaction. After the pool is chemically balanced and satisfactory, the County will be notified for reinspection to have the pool reopened.

**Notes** □ This bid is based upon there being no hidden conditions that are not visible from deck side. A one-year labor warranty from the Contractor applies. This bid is based on using existing wellpoints. Cementous finish materials are subject to natural variations in shade, color, and texture. The finish material is a hand mixed, hand troweled and hand exposed application and is subject to natural variations in appearance and workmanship. Examination of the finish shall be in accordance with the National Plasters Council guidelines. Repair of loose rail anchor cups, if needed, shall be a billable extra. □ Upon commencement of the work, the entire pool area shall become a designated construction site. Due to the inherent safety problems associated with the nature of the work, the area shall be closed to all homeowner and all resident access. The Contractor shall not be responsible for any damage due to vandalism caused by a lack of security. Repair of any damage caused by these activities shall be considered an extra. Subcontractors under the direction and supervision of the refinish contractor shall accomplish phases of this renovation. In the event that payment is not made as set out in this agreement, customer agrees to pay all costs of collection, including a reasonable attorney's fee and court costs. Due to unstable construction material market conditions this estimate is subject to change at any time.

**Terms** □ Owners agrees to comply with the following schedule:

- 10% with Contract
- 50% upon Commencement
- Remaining Balance due upon start up.

*Clayton Buss*

*November 21, 2024*

---

Clayton Buss, President C. Buss Enterprises

Date

---

Villages of Westport Owner

Date

2.



## Villages of Westport CDD – Pool Remodel

January 18, 2025

Address: 6702 Sandle Road Jacksonville, Florida 32219

Re: Complete Renovation of Pool Interior to include Marcite, Tile, New LED Lights, handrails and wall steps and minor repairs to Coping.

We propose to furnish all Supervision, Labor, Materials, and Equipment necessary to perform the following work:

- **Marcite: 3,080 SQFT, Perimeter 232 LNFT w/ Florida Roll-out Gutter**

All labor and materials to drain, secure, power wash, prep, and plaster with CL Industries Quartz Finish with 5-year material and 1-year labor warranty from manufacturer (CL Industries), approved Installer (Tempool Inc), and your Commercial Pool Contractor (Crown Pools Inc.) Prep involves draining of pool, removing all loose material and application of approved Permacote for sufficient Marcite cohesion. Crown Pools will have all loose materials removed and hauled off the job site. White goods and fittings included (Wall returns, main drains, Floor returns, etc.). Complete Gutter Chip to allow for code compliant slope of gutters.

- Complete Gutter Chip
- Prep pool and all penetrations
- Remove existing Tile
- New Gutter Bodies (if applicable)
- New Floor/Wall returns
- Approved Permakote Bonding Agent
- New VGB Approved Main Drain frame and grates
- Quartz Blue CL Industries Finish



CPC 1456979

- **Tile:**

All Labor and Materials to remove all existing Tile. Installation of new tile to include Backsplash, non-skid bullnose Waterline, non-skid bullnose step and bench tiles, all associated depth markers, and race lanes and targets. All Depth Markers on Backsplash and non-skid bullnose tile on all steps and benches per code.

*Need final tile selection for backsplash*

- 225 lnft of 6" x 6" non-skid WHITE bullnose tile at WATERLINE
- 232 lnft of 6" x 6" smooth tile at BACKSPLASH, color TBD
- 220 lnft of 2" x 6" non-skid BLACK bullnose tile on STEPS/BENCHES
- 100 lnft of 6" x 6" BLACK tile at RACELANES/TARGETS
- Depth Markers to meet code

- **Coping and Pavers: ~100 LF,**


Paver color selection TBD, priced to match existing style. Remove all existing loose and delaminated Coping pieces and clean and reset. Non-Skid Depth marker stations to be installed around the perimeter of pool to meet code that are affected. Field material installed with proper compacted base and perimeter border to match existing. Includes covered area between Fun Pool and Competition Pool. Deck to have a 2-year mtl./lab warranty.

- 100 LF 4x9 Bullnose Coping,



CPC 1456979

### Proposed Project Breakdown:

• Marcite and Tile – 3,080 SQFT, 394 LF (Quartz finish, 5-yr material, 1-yr labor warranty) (All tile on waterline, backsplash, steps/benches, and depth markers)	\$160,639.00
• Cove Blue Pebble Upgrade (OPTIONAL) (15-year material and labor triple backed warranty)	\$14,769.00
• Handrails/Ladders (OPTIONAL) (replacement of all handrails and grab rails)	\$9,685.00
• Coping Repair (OPTIONAL) - ~100 LF (Coping, Deck Pavers, Perimeter Banding, Non-Skid Depth Markers)	\$7,500.00
• New LED 12v Lights – 4 ea. (1-year MFG. Warranty)	\$5,725.00
<hr/>	
 <b>Project Total</b>	<b>\$198,318.00</b>

#### *Additional Items to Discuss:*

- *New Transformers*
- *All equipment to remain as-is, Complete Inspection Performed on all Equipment*
- *Crown is not responsible for damage to driveways/sidewalks, etc. If access is not adequate it may result in additional charges.*
- *Repair or replacement of any or all landscaping, irrigation, electrical or water utilities that are damaged in the construction or demo process. Crown Pools, Inc. is not responsible for the moving or damage of patio or lawn furniture in construction or demo process.*


Proposed By,

Crown Pools, Inc.  
Crownpoolsinc.com  
CPC1456979  
904.858.4300



3.

# BID-PROPOSAL

	<p><b>Epic Pools, Inc.</b>          12276 San Jose Blvd., Ste 417          Jacksonville, FL 32223          PHONE (904) 417-5100  <b>CPC# 1457438</b></p>
---	--

DATE: 1/9/25

	NAME: VILLAGES OF WESTPORT CDD			
<i>and</i> BUYER/	PROJECT ADDRESS: 6702 SANDLE DRIVE	CITY JACKSONVILLE	STATE/ZIP FL 32219	PHONE 904-386-0186
OWNER	ALTERNATE ADDRESS (IF ANY) EMAIL. HOWARS@FLCSPEC.COM	CITY	STATE/ZIP	PHONE

We hereby propose to furnish the following work: **Renovation of one 2,930 SQ' Swimming Pool to include the following:**

- Drain & Secure pool
- Remove all lose material by chipping, pressure washing.
- Replace all wall fittings & pre – pack to prevent future leaks. (not all spa jets can be replaced)
- Apply bonding agent.
- Install VGB main drain frame & Grates
- Perform 3-week pool start up, includes chemicals and vacuuming. Visits are 2x weekly.
- All taxes, labor, freight, materials are included in this proposal.
- \* all lights are installed with normal effort if unable to remove & or install new light additional fees may apply.

To also include the following.

- (1) Supply & install 6x6 beam tile to also include removal of existing tile, float work and color blending grout.

- (2) Supply & install 232 lf of non skid gutter tile, to also include removal of existing and float work.
- (3) Replace 3 recessed steps with white commercial grade steps.
- (4) Replace the (2) 12x12 frame and grates to be VGB compliant.
- (5) Replace 70sq' of lane tile to also include removal of existing tile.
- (6) Chip / demo gutters and make level.
- (7) Replace 4 pool lights with white led Pentair lights.
- (8) Supply & install 325 lf nonskid step tile to the two entry steps.
- (9) Supply & install Quartsapes Marcite interior marcite finish. 5-year manufacture Warranty
- (10) Reset approximately 10-15' of pool coping.
- (11) Perform a 3-week pool start up to include cleaning, brushing and balancing chemicals.
- (12) All permits obtained by Epic Pools

Project will take approximately 6-8 weeks.

Total. \$134,750.00

Payment Schedule. TBD

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

X \_\_\_\_\_ Date \_\_\_\_\_  
Customer

X \_\_\_\_\_ Date \_\_\_\_\_  
Customer

X \_\_\_\_\_ Date \_\_\_\_\_  
Contractor

*F.*

*1.*

## Proposal for Extra Work at Villages of Westport CDD

Property Name	Villages of Westport CDD	Contact	Howard McGaffney
Property Address	475 W Town PI Ste 114 St Augustine, FL 32092	To	Villages of Westport CDD
		Billing Address	475 W Town PI Ste 114 St Augustine, FL 32092

Project Name      Privacy Hedge - Outside Pool Perimeter  
 Project Description    Privacy Hedge for Perimeter Outside of Pool Fence

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Removals and disposal of existing Juniper on Parking Lot Side and Basketball Court Side - outside of fence where new Holly will be planted.	\$841.75	\$841.75
5.00	CUBIC YARD	Enriched Soil Added where Juniper were removed - 2-1/2 cy to each side to fill in and provide nutrients.	\$199.61	\$998.06
105.00	EACH	Privacy Hedge for Perimeter Outside of Pool Fence - (Parking Lot Side, Basketball Side, Behind PVC Pool Equipment Fence, Left and Right of Front Entrance to Amen Ctr. - Dwarf Burford Holly, 3g. - Roughly 315 lf - Installed 3' Apart	\$24.00	\$2,519.99

For internal use only

**SO#**                    8580421  
**JOB#**                346100627  
**Service Line**        130

**Total Price**                    \$4,359.80

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	<b>PM</b>
Signature _____	Title _____
<b>Howard McGaffney</b>	<b>January 06, 2025</b>
Printed Name _____	Date _____

**BrightView Landscape Services, Inc. "Contractor"**  
**Account Manager**

	<b>January 06, 2025</b>
Signature _____	Title _____
<b>Robin Brown-cilliers</b>	<b>January 06, 2025</b>
Printed Name _____	Date _____

**Job #:** 346100627  
**SO #:** 8580421      **Proposed Price:** \$4,359.80

2.



## Proposal for Extra Work at Villages of Westport CDD

Property Name	Villages of Westport CDD	Contact	Howard McGaffney
Property Address	475 W Town PI Ste 114 St Augustine, FL 32092	To Billing Address	Villages of Westport CDD 475 W Town PI Ste 114 St Augustine, FL 32092
Project Name	Enhancements at Monument Signs		
Project Description	Enhancements at Monument Signs		

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total	
<b>LEFT ENTRANCE WALL AT DEVINSTON</b>				<b>Subtotal</b>	<b>\$1,249.14</b>
3.00	CUBIC YARD	Enriched Soil Added	\$199.61	\$598.83	
1.00	LUMP SUM	Removal of remaining Rose Bush and clean up misc ground cover debris	\$80.17	\$80.17	
25.00	EACH	Pink Muhly Grass, 3g. - Installed throughout entire area in front of wall	\$22.81	\$570.14	
<b>MAIN VILLAGES OF WESTPORT MONUMENT SIGN ON BRADDOCK</b>				<b>Subtotal</b>	<b>\$2,513.62</b>
1.00	LUMP SUM	Removals of remaining low ground cover - trim Wax Myrtle Tree/Bush on left way down (Sides as well) to similar size of the one on right side. Haul Away Debris	\$240.50	\$240.50	
6.00	CUBIC YARD	Enriched Soil Added to areas where material was removed and front and rear tips	\$199.61	\$1,197.67	
35.00	EACH	Pink Muhly Grass, 3g. - 33 Installed in bare area and 2 added to existing bare area at right side	\$22.81	\$798.20	
30.00	EACH	Variegated Liriope "Aztec"- 1g. - Installed on right and left sides of bed, in front of existing Wax Myrtle Bush - 15 on each side	\$9.24	\$277.25	
<b>KENISTON MONUMENT SIGN</b>				<b>Subtotal</b>	<b>\$1,039.57</b>
1.00	LUMP SUM	Removals and disposal of Rose Bush, Society Garlic - Leaving Existing Muhly (Trimmed Down) and other hedge material	\$0.00	\$0.00	
2.00	CUBIC YARD	Enriched Soil Added - Added to low areas	\$199.61	\$399.22	
22.00	EACH	Pink Muhly Grass, 3g. - Installed in bare areas, including down center in between hedge material	\$22.81	\$501.72	
15.00	EACH	Green Liriope "Super Blue"- 1g. - Installed at front tip of island in front of no trespassing sign - half moon shape	\$9.24	\$138.63	
<b>CRESTON MONUMENT SIGN</b>				<b>Subtotal</b>	<b>\$1,143.24</b>
1.00	LUMP SUM	Removals and disposal of Rose Bush, Society Garlic - Leaving Existing Muhly (Trimmed Down), Juniper and other hedge material	\$240.50	\$240.50	
2.00	CUBIC YARD	Enriched Soil Added to areas where material was removed and front tip	\$199.61	\$399.22	

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

## Proposal for Extra Work at Villages of Westport CDD

16.00	EACH	Pink Muhly Grass, 3g. - Installed - Filling into bare areas, center as well if empty and 1 at rear tip of island by Juniper	\$22.81	\$364.89
15.00	EACH	Green Liriope "Super Blue"- 1g. - Installed at front tip of island in front of no trespassing sign - in half moon shape	\$9.24	\$138.63
<b>DEVINSTON MONUMENT SIGBN</b>			<b>Subtotal</b>	<b>\$3,236.20</b>
1.00	LUMP SUM	Removals of Azalea Bush (44), Rose Bush (4)	\$320.67	\$320.67
5.00	CUBIC YARD	Enriched Soil Added to areas where material was removed and front and rear tips	\$199.61	\$998.06
78.00	EACH	Pink Muhly Grass, 3g. - Installed where removals were, 30 on left side (as you enter) and 40 on right side with 5 down the middle at wide section where empty - Also 3 at rear tip ONLY REMOVE JUNIPER IF A TINY PLANT HERE AND THERE - NOT LARGE SECTIONS	\$22.81	\$1,778.84
15.00	EACH	Green Liriope "Super Blue"- 1g. - Installed at Front Tip of Island Entrance	\$9.24	\$138.63

For internal use only

SO# 8580431  
JOB# 346100627  
Service Line 130

**Total Price** \$9,181.77

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY**

### Customer

	<b>PM</b>
Signature	Title
Howard McGaffney	January 08, 2025
Printed Name	Date

### BrightView Landscape Services, Inc. "Contractor"

	<b>Account Manager</b>
Signature	Title
Robin Brown-cilliers	January 08, 2025
Printed Name	Date

<b>Job #:</b>	346100627		
<b>SO #:</b>	8580431	<b>Proposed Price:</b>	<b>\$9,181.77</b>

3.

## Proposal for Extra Work at Villages of Westport CDD

Property Name	Villages of Westport CDD	Contact	Howard McGaffney
Property Address	475 W Town PI Ste 114 St Augustine, FL 32092	To	Villages of Westport CDD
		Billing Address	475 W Town PI Ste 114 St Augustine, FL 32092

Project Name      Removals and Install in Areas to left and right front of Amenity Cntr  
 Project Description      Removals and Installs in Areas to left and right front of Amenity Cntr

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Removals of existing misc. material to the right and left sides of entrance gate into pool/amenity center - Disposal Included	\$193.33	\$193.33
25.00	EACH	Pink Muhly Grass 3g. Installed - Left side of Amenity Center	\$22.81	\$570.14
35.00	EACH	Pink Muhly Grass 3g. Installed - Right side of Amenity Center	\$22.81	\$798.20
180.00	BAG	Mulch - Medium Pine Bark Nuggets installed both sides of Amenity Center Front	\$14.16	\$2,549.00

For internal use only

**SO#**                    8551155  
**JOB#**                346100627  
**Service Line**        130

**Total Price**                    \$4,110.67

**THIS IS NOT AN INVOICE**

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 11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014



*G.*

*1.*



# ESTIMATE

**C Buss Enterprises Inc**  
152 Lipizzan Trl  
Saint Augustine, FL 32095-8512

clayton@cbussenterprises.com  
+1 (904) 710-8161  
www.cbussenterprises.com



**Bill to**

Villages of Westport  
Villages of Westport  
6702 Sandle Dr  
Jacksonville, FL 32219

**Estimate details**

Estimate no.: 1004  
Estimate date: 01/02/2025

#	Product or service	Description	Qty	Rate	Amount
1.	<b>POOL PARTS</b>	STAINLESS STEEL IMPELLER FOX X3 3040 C-SERIES	1	\$1,879.23	\$1,879.23
2.	<b>POOL PARTS</b>	COMPLETE SEAL KIT FOR C-SERIES PUMP -MOTOR SEAL -PAPER GASKETS -SHAFT SLEEVE	1	\$430.26	\$430.26
3.	<b>LABOR</b>	INSTALLATION/REPAIR LABOR, PER HOUR	2	\$150.00	\$300.00

**Total** **\$2,609.49**

**Note to customer**

ONE-YEAR MANUFACTURER WARRANTY.  
\*ADDITIONAL ONE-YEAR CONTRACTOR WARRANTY FOR POOL-SERVICE CUSTOMERS\*

Accepted date

Accepted by

*H.*



ESTIMATE	#392024327
ESTIMATE DATE	Jan 8, 2025
DEPOSIT DUE	\$1,375.65

## G-FORCE Jacksonville

Howard McGaffney  
 4758 W Town Pl, 114  
 St Augustine, FL 32084

(904) 386-0186  
 howard@flcspec.com

### SERVICE ADDRESS

6702 Sandle Dr  
 Jacksonville, FL 32219

### CONTACT US

255 Rivertown Shops Dr, STE 102-149  
 Saint John, FL 32259

(904) 657-8559  
 jacksonville@gogforce.com

## ESTIMATE

Services	qty
Mobilizations - Mobilization - Initial	1.0
Initial Mobilization Fee - Includes Costs for Crew, Transportation, Set-up, and Breakdown. ***NOTE: Additional Mobilization Fee will be Charged at a rate of \$500 if Site is Not Ready for Service, for any reason, at our Scheduled Arrival Time (Excluding Weather Issues).***	
Sealcoat Parking Lot	12000.0
Includes general site cleanup, pre-treatment of oils stains, and application of two coats of sealcoat material.	
Re-Stripe	1.0
Re-Stripe as Currently Laid Out. Includes all of the below listed items.	
Over Sealcoat	1.0
Up Charge for Striping over Sealcoat	
Stall - Single	23.0
Single Stall - Standard 4" line at 18' - 20' - White or Yellow as Specified by Customer	
ADA Stall	1.0
ADA Stall - 12' Wide Stall for ADA Compliance, with symbol without background	
Access Aisle	1.0
Access Aisle - 5' Wide Hatch-Marked Stall for ADA Compliance	

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STOP Bar	2.0
STOP Bar - 24" Wide	

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Notes - Notes - Re-seal/Repair	1.0
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ALL QUANTITIES ARE FROM GOOGLE-EARTH. QUANTITIES WILL BE FIELD VERIFIED PRIOR TO BILLING.

ALL M.O.T. (TRAFFIC CONTROL) IS EXCLUDED. G-FORCE PARKING LOT STRIPING OF JACKSONVILLE DOES NOT PROVIDE MAINTENANCE OF TRAFFIC SERVICES, EQUIPMENT OR PERSONNEL.

G-FORCE RECOMMENDS "POWER BROOMING" (BY OTHERS) PRIOR TO SEALCOAT APPLICATION TO AID IN ADHESION & LONGEVITY OF SEALCOAT. ALL REMOVAL OF DEBRIS AND / OR VEGETATIVE MATTER IS EXCLUDED.

ALL SEALCOATED AREAS MUST REMAIN FREE OF TRAFFIC (VEHICLE & PEDESTRIAN) FOR A PERIOD OF 24 HOURS AFTER SEALCOATING.

AMBIENT TEMPERATURE MUST BE 60 DEGREES (F) PRIOR TO BEGINNING SEALCOAT APPLICATION & MUST REMAIN OVER 60 DEGREES (F) FOR AT LEAST 8 HOURS.

SEALCOAT ON CONCRETE SURFACE IS EXCLUDED. MANUFACTURER DOES NOT RECOMMEND SEALCOAT APPLICATION ON CONCRETE SURFACES DUE TO ADHESION ISSUES.

ALL PAINT TO BE 1 COAT CONVENTIONAL NON-REFLECTIVE (UNLESS REFLECTIVE BEADS ARE NOTED IN INDIVIDUAL ITEM DESCRIPTIONS) LATEX TRAFFIC PAINT. PAINT MANUFACTURERS RECOMMEND ALLOWING NEW SURFACES TO CURE 30 DAYS PRIOR TO PAINT APPLICATION.

PAINTED CURB, WHEELSTOPS AND PAVEMENT MESSAGES ARE EXCLUDED. UNLESS NOTED ABOVE.

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Notes - Notes	1.0
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"Pricing is based upon directive from customer. Cost includes all labor, material and equipment to perform the proposed work in a safe and workmanlike manner consistent with current "best" construction practices.

We will clean "normal dirt" from area prior to re-striping. Excessive dirt that requires additional cleaning will incur additional charges or will need to be complete prior to us arriving. All striping is quoted as traffic paint unless specifically denoted as thermoplastic. Any required or additional thermoplastic will be charged accordingly.

Work quoted is to be available for completion per the estimate. Should more trips be required due to unavailability of the work area, add \$500.00 for each additional trip. Proposal includes only work as specified on plans provided by customer. We are not responsible for omissions, errors, or subsequent revisions by others; any and all MOT and traffic control by others. Price is based on google image.

Approval of this estimate accepts our terms and conditions.

Payment is due upon completion.

ANY ITEM OR SERVICE NOT LISTED IN ABOVE DESCRIPTIONS IS DEEMED EXCLUDED."

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Services subtotal: \$3,057.00

Subtotal	\$3,057.00
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<b>Total</b>	<b>\$3,057.00</b>
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<b>Deposit</b>	<b>\$1,375.65</b>
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48 Locations Nationwide, All Veteran-Owned and Operated. We appreciate your business!

*FOURTEENTH ORDER OF BUSINESS*

*C.*



## VILLAGES OF WESTPORT CDD LANDSCAPE MAINTENANCE SCORECARD

Manager Assigned to Scorecard (Select from Users)	Category	Scorecard Metric Task	January		February		March		April		May		June		July		August		September		October		November		December	
			Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
MAC	Landscape Maintenance	Mowing of all service areas	1		1		3		4		5		4		5		4		5		3	3	2	2	2	2
	Landscape Maintenance	Soft edge all sidewalks and curbs	1		1		3		4		5		4		5		4		5		3	3	2	2	2	2
	Landscape Maintenance	Soft edge all beds	1		1		3		4		5		4		5		4		5		3	0	2	1	2	1
	Landscape Maintenance	Blowing Debris	1	0	1		3		4		5		4		5		4		5		3	3	2	2	2	1
	Irrigation Maintenance	Irrigation - check & adjust all zones	1	0	1		1		1		1		1		1		1		1		1	0	1	0	1	0
	Irrigation Maintenance	Irrigation - clean heads	1	0	1		1		1		1		1		1		1		1		1	0	1	0	1	0
	Irrigation Maintenance	Irrigation - monthly report	1	0	1		1		1		1		1		1		1		1		1	0	1	0	1	0
	Trees, Shrub, Groundcover Care	Pruning - shrubs & groundcover	2	1							5		4		5		4		5		3	2	2	1	3	1
	Trees, Shrub, Groundcover Care	Ornamental grass shearing	0	1	4		4																			
	Trees, Shrub, Groundcover Care	Limbing up - trees	2	1	2																2	1	2	2	2	1
	Trees, Shrub, Groundcover Care	Tree -stake and strap removal	1	0																	1	0	1	0	1	0
	Weed Control	Weed control - turf	4		4				4		5						3		5		4	4	4	4	5	5
	Weed Control	Weed control - beds	4		4												3		5		4	2	4	2	5	2
	Pest Control, Ants & Inspects	Pest control - turf & beds					2		4		5		4		5		4		5		4	4		1		1
	Pest Control-Chinch Bugs	Pest control - turf & beds																								
	Fertilization	Pre-emergent - beds			1		4		1										2		4	4	3	2		
	Fertilization	Fertilization - shrubs & groundcover					4												2		3	3				
	Fertilization & Growth Regulators	Fertilization - turf					4		1		5		4		2				2		2	2				
	Reporting	Notify Ops. Mgr. when on-site	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1
	Reporting	Submit QSA report to Ops. Mgr.	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	0
	Reporting	Submit photo documentation	1	1	1		1		1		1		1		1		1		1		1		1	1	1	0
<b>Company</b>	<b>BRIGHTVIEW</b>	<b>Service Date</b>	<b>1/6/2025</b>																							
<b>Contract Start</b>	<b>10/1/2024</b>	<b>Service Date</b>																								
<b>Contract Expiration</b>	<b>9/30/2025</b>	<b>Service Date</b>																								
<b>(4) Additional Terms</b>	<b>(1) year terms expires 09/30/2029</b>	<b>Service Date</b>																								
<b>Account Manager</b>	<b>Robin-Brown Cilliers</b>	<b>Service Date</b>																								
<b>Irrigation Manager</b>	<b>N/A</b>	<b>Total Services</b>	23	6	25	0	36	0	32	0	46	0	34	0	38	0	36	0	52	0	45	33	30	22	30	17
<b>Senior Branch Mgr.</b>	<b>Rodney Hicks</b>	<b>Scorecard Percentage</b>	100%	26%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	73%	100%	73%	100%	57%





## VILLAGES OF WESTPORT CDD POND MANAGEMENT SCORECARD

Manager Assigned to Scorecard (Select from Users)	Category	Scorecard Metric Task	January		February		March		April		May		June		July		August		September		October		November		December	
			Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
MAC	Stormwater System Maintenance	Shoreline weed control	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1
	Stormwater System Maintenance	Lake weed control	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1
	Stormwater System Maintenance	Algae control	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1
	Stormwater System Maintenance	Dye treatment	1	1	1		1		1		1		1		1		1		1		1		0	1	1	1
	Stormwater System Maintenance	Inspection / Monitoring	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1
	Stormwater System Maintenance	Trash / debris collection	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1
	Stormwater System Maintenance	Remove trash/debris from culverts	1	0	1		1		1		1		1		1		1		1		1	0	1	0	1	0
	Reporting	Notify Ops. Mgr. when on-site	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1
	Reporting	Submit service report to Ops. Mgr.	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1
	Reporting	Submit photo documentation	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1
Company	SOLITUDE	Service Date	1/6/2025																				11/7/2024		12/4/2024	
Original Agreement	7/1/2018	Service Date	1/13/2025																						12/19/2024	
Amendment	1/2/2019	Service Date	1/17/2025																							
Addendum	8/27/2024	Service Date																								
Contract Expiration	9/30/2025	Service Date																								
Technician	Zach Jones	Total Services	10	9	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	8	10	8	10	9
District Manager	Adam Grayson	Scorecard Percentage	100%	90%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	80%	100%	80%	100%	90%



<b>January Agenda</b>	Operations Report
<b>Operations Manager</b>	Howard “Mac” McGaffney
<b>Community</b>	Villages of Westport CDD
<b>Date</b>	Tuesday, January 21, 2025

<b>Task</b>	<b>Estimated Average Hrs. / Week</b>	<b>Description</b>
Field Operations	7	Phone Calls
Field Operations	1	Report Writing
Field Operations	3	Administration
Field Operations	3	Vendor Management
Maintenance	1	Community Drive Time
Pool Maintenance	3	Pool Maintenance
Janitorial	5	Janitorial, Trash
Maintenance	3	General Maintenance/Repairs
	<b>26 Hours</b>	

**November:**

- Phone calls: Approximately 231 phone calls, approximately 43 hours
- Pool: Resolved numerous pre-existing mechanical, health and safety concerns, Passed FDOH inspection. **Estimated cost savings: \$500**
- Resolved 10 of the 60 pre-existing items from the Board’s list (approximately 50 remain)
- Appx. 62 Work Orders: Previously communicated in weekly updates, monthly reports & photos
- I identified pre-existing irrigation issues, contacted 4 companies to get proposals
- Met with Brightview, Solitude, Bugout, Vector, DoorKing, Beach Electric, LGI and several other contractors
- Deep cleaned Amenity Center, Fitness Room, Restrooms, Closets
- Holiday Decorations installed permanent outdoor lighting. **Estimated cost savings: \$5,000**

**December:**

- Phone calls: Approximately 132 phone calls, approximately 18 hours
- Resolved 5 of the 60 items from the Board’s List (45 remain)
- Appx. 28 Work Orders: Previously communicated in weekly updates, monthly reports & photos
- Received 2 companies’ proposals, engaged Conserva to complete critical irrigation and drainage repairs at the Amenity Center and entrance/exit to Devinston. Reduced times and day, eliminated overlapping programs that watered the same zones multiple times in the same day: **Estimated Cost Savings \$12,000**
- Utility Cost Tracking: After repairs, water usage is down, lowering water bills: **Estimated cost savings \$1,020**
- Issued 2 new Access Control Cards
- Met with Brightview, Solitude, Vector, Julington Creek Pest Control, Massey Pest Control, VERDEGO, Koehn/Bland, USA Lawn, MS Lawn, Bob’s Backflow, Beaches Electric and several other vendors
- Updated Pool Rules Board: Added Maximum Depth Language in 2” vinyl lettering.

**January:**

- Appx. 20 Work Orders through 01/21/2025
- Irrigation repairs to lateral line leaks were made. Water usage is expected to decrease
- Identified Phase 4 irrigation issues, Conserva will be out to resolve.
- Creating workorders for all pre-existing issues, identified by the Board prior to FCS
- Inspected ponds with Solitude technician and communicated observations
- Internet and Wi-Fi: Contacted Comcast/Xfinity, replaced 10+ year old modem, resolving connectivity issues.
- Tree hit by lightning removed, dying, safety issue: **Estimated Savings \$400**

## **VENDOR MANAGEMENT**

- **Brightview:** There are discrepancies between Brightview's proposal pricing/services, and their services outlined in the Annual/Monthly Horticultural Schedule.
  - Pricing sheet outlines 42 visits for Ground Maintenance, but the calendar only shows 39
  - Ground Maintenance: Brightview stated they performed 7 visits beginning Oct. 1<sup>st</sup>, for the most part, this follows their horticultural schedule, however the schedule only identifies 39 service visits/weeks, but needs to be 42. The Operations Manager has requested Brightview to provide additional in-scope services, to make up for the service visits that have not been completed.
  - Irrigation: Deficiencies in October, November.
    - While Brightview sent multiple proposals and options for irrigation repairs, they did not have an irrigation technician serving the community for 2 months, nor fixed critical leaks. While waiting for a newly hired technician, they did not take the initiative to bring in another experienced irrigation technician during that time, which influenced my decision to use another company to address the critical and essential irrigation repairs. District Management and the Chair were consulted and informed of the situation.
  - Lawn Maintenance and Detail Services: Frequent requests were made to the Account Manager to bring their crew(s) back to the property to address unfinished work, including:
    - shrubs, groundcover and pruning (ligustrums)
    - Limbing-up of trees
    - Soft edging sidewalks and beds (all beds)
    - trash cleanup in service areas on days of service
    - phase 4 entryway, dog park, playground and pond services
    - removal of dead plant material including annuals and perennials
  - See their Scorecard for more details
- **Solitude:** Overall, Solitude is performing well, communicating effectively and taking the initiative to treat several ponds proactively.
  - See their Scorecard for more details

## **UPCOMING PROJECTS:**

- **Install Signage:** FCS will Install 24 community signs around ponds, amenity centers, and common areas under the Field Maintenance portion of the agreement. Will require digging post holes, 1 bag of concrete, 4x4 treated post, vinyl post sleeve, vinyl cap. ***The estimated material costs \$1,600.***
  - **Estimated cost savings: \$2,000**
- **Adjust ceiling fans:** FCS will inspect and attempt to adjust
- **Spring pressure washing:** FCS will provide pressure washing of Amenity Center sidewalks, playground equipment, picnic tables under the Field Maintenance portion of the agreement.
  - **Estimated cost savings: \$7,500**
- **Painting:** FCS will paint areas around the Amenity Center that were previously patched, but paint does not match. To avoid issues, we will paint whole sections, repairing holes and adding professional finish touches.
  - **Estimated cost Savings: \$2,500**
- **Patch Gutters/Downspouts:**
  - **Estimated cost Savings: \$1,000**

### **Pool Monitoring and Amenity Security:**

FCS did not offer pool monitoring services. Pool Monitoring and Security are two separate activities. I have contacted JSO's Secondary Scheduling. They explained that the district could post all the days/hours/shifts with them and as we know, there is no guarantee that the shifts will be picked up. I was informed that the minimum rate per hour was just over \$62/hr., but there is a likelihood that other off duty shifts being offered throughout Jacksonville will offer to pay more to get their shifts covered.

Previous pool monitoring companies have struggled or were unsuccessful at enforcing rules consistently, at the district which led to several policy violations and created an excessive amount of work for the Staff and Board. While companies are eager to provide proposals for pool monitoring, experience and history will show that there are real difficulties in hiring, training and scheduling reliable individuals who possess the ability to manage conflict, enforce policies and deal with potentially unsafe situations is and success is low across the board. There is a direct correlation between pay and reliability but pay does not always equate to meeting the expectations for pool monitoring in communities.

To have a successful pool season, it is important to have a plan, to change the approach, maximize flexibility to react to circumstances that arise, and leverage a combination of Pool Monitoring and Amenity Security. To be certain, 100% compliance is unattainable, so we aim high for results, but leave room for circumstances related to not filling every shift or even every day and working within the adopted budget.

Recommendation: FCS is suggesting to the Board to consider adopting changes to the Amenity Center policies related to Pool Hours:

**\*Pools will be closed on Mondays to provide necessary maintenance.**

**\*Pool Hours: 10:00 a.m. to 6:00 p.m.**

**\*Seasonal Closing of the Pool: November 1<sup>st</sup> through March 1<sup>st</sup>**

### **Pool Monitoring and Amenity Security Budget=\$40,000**

- Spring Break
  - Proposed Pool Monitoring Hours = 80
  - Proposed JSO Amenity Security Hours = 24
  - Recommendation: FCS Operations Manager will work on Spring Break and cover the Pool Monitoring shifts. This would require FCS to be on-site 10 consecutive days. Under this proposed arrangement, the Board would need to understand and agree that any repairs or maintenance duties would be limited to the Amenity Center and paused elsewhere (unless critical) to focus on enforcing pool and amenity access policies/rules. Pool Maintenance, Fitness Center and Restrooms will be cleaned and maintained daily/as needed, trash will be picked up daily/as needed, pool deck furniture will be maintained and cleaned daily/as needed. A proposed schedule with fees is provided on the next page. FCS will not charge an additional Pool Monitoring Fee for Monday, Wednesday and Friday during Spring Break as those are normal service days.
  - Recommendation: Post Amenity Security Shifts with JSO Secondary Scheduling.



## VILLAGES OF WESTPORT CDD LANDSCAPE MAINTENANCE SCORECARD

Manager Assigned to Scorecard (Select from Users)	Category	Scorecard Metric Task	January		February		March		April		May		June		July		August		September		October		November		December	
			Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
MAC	Landscape Maintenance	Mowing of all service areas	1		1		3		4		5		4		5		4		5		3	3	2	2	2	2
	Landscape Maintenance	Soft edge all sidewalks and curbs	1		1		3		4		5		4		5		4		5		3	3	2	2	2	2
	Landscape Maintenance	Soft edge all beds	1		1		3		4		5		4		5		4		5		3	0	2	1	2	1
	Landscape Maintenance	Blowing Debris	1	0	1		3		4		5		4		5		4		5		3	3	2	2	2	1
	Irrigation Maintenance	Irrigation - check & adjust all zones	1	0	1		1		1		1		1		1		1		1		1	0	1	0	1	0
	Irrigation Maintenance	Irrigation - clean heads	1	0	1		1		1		1		1		1		1		1		1	0	1	0	1	0
	Irrigation Maintenance	Irrigation - monthly report	1	0	1		1		1		1		1		1		1		1		1	0	1	0	1	0
	Trees, Shrub, Groundcover Care	Pruning - shrubs & groundcover	2	1							5		4		5		4		5		3	2	2	1	3	1
	Trees, Shrub, Groundcover Care	Ornamental grass shearing	0	1	4		4																			
	Trees, Shrub, Groundcover Care	Limbing up - trees	2	1	2																2	1	2	2	2	1
	Trees, Shrub, Groundcover Care	Tree -stake and strap removal	1	0																	1	0	1	0	1	0
	Weed Control	Weed control - turf	4		4				4		5						3		5		4	4	4	4	5	5
	Weed Control	Weed control - beds	4		4												3		5		4	2	4	2	5	2
	Pest Control, Ants & Inspects	Pest control - turf & beds					2		4		5		4		5		4		5		4	4		1		1
	Pest Control-Chinch Bugs	Pest control - turf & beds																								
	Fertilization	Pre-emergent - beds			1		4		1										2		4	4	3	2		
	Fertilization	Fertilization - shrubs & groundcover					4												2		3	3				
	Fertilization & Growth Regulators	Fertilization - turf					4		1		5		4		2				2		2	2				
	Reporting	Notify Ops. Mgr. when on-site	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1
	Reporting	Submit QSA report to Ops. Mgr.	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	0
	Reporting	Submit photo documentation	1	1	1		1		1		1		1		1		1		1		1		1	1	1	0
<b>Company</b>	<b>BRIGHTVIEW</b>	<b>Service Date</b>	<b>1/6/2025</b>																							
<b>Contract Start</b>	<b>10/1/2024</b>	<b>Service Date</b>																								
<b>Contract Expiration</b>	<b>9/30/2025</b>	<b>Service Date</b>																								
<b>(4) Additional Terms</b>	<b>(1) year terms expires 09/30/2029</b>	<b>Service Date</b>																								
<b>Account Manager</b>	<b>Robin-Brown Cilliers</b>	<b>Service Date</b>																								
<b>Irrigation Manager</b>	<b>N/A</b>	<b>Total Services</b>	23	6	25	0	36	0	32	0	46	0	34	0	38	0	36	0	52	0	45	33	30	22	30	17
<b>Senior Branch Mgr.</b>	<b>Rodney Hicks</b>	<b>Scorecard Percentage</b>	100%	26%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	73%	100%	73%	100%	57%



## VILLAGES OF WESTPORT CDD POND MANAGEMENT SCORECARD

Manager Assigned to Scorecard (Select from Users)	Category	Scorecard Metric Task	January		February		March		April		May		June		July		August		September		October		November		December			
			Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
MAC	Stormwater System Maintenance	Shoreline weed control	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1	1	
	Stormwater System Maintenance	Lake weed control	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1	1	
	Stormwater System Maintenance	Algae control	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1	1	
	Stormwater System Maintenance	Dye treatment	1	1	1		1		1		1		1		1		1		1		1		1	0	1	1	1	
	Stormwater System Maintenance	Inspection / Monitoring	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1	1	
	Stormwater System Maintenance	Trash / debris collection	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1	1	
	Stormwater System Maintenance	Remove trash/debris from culverts	1	0	1		1		1		1		1		1		1		1		1	0	1	0	1	0	1	
	Reporting	Notify Ops. Mgr. when on-site	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1	1	
	Reporting	Submit service report to Ops. Mgr.	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1	1	
	Reporting	Submit photo documentation	1	1	1		1		1		1		1		1		1		1		1	1	1	1	1	1	1	
Company	SOLITUDE	Service Date	1/6/2025																						11/7/2024		12/4/2024	
Original Agreement	7/1/2018	Service Date	1/13/2025																								12/19/2024	
Amendment	1/2/2019	Service Date	1/17/2025																									
Addendum	8/27/2024	Service Date																										
Contract Expiration	9/30/2025	Service Date																										
Technician	Zach Jones	Total Services	10	9	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10	8	10	8	10	9	10	9
District Manager	Adam Grayson	Scorecard Percentage	100%	90%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%	80%	100%	80%	100%	90%	100%	90%

**Proposed 2025 Spring Break Schedule  
Pool Monitoring & Amenity Security**

FCS Pool Monitor Shifts					
Date	Hours of Operation		# of Hours	Hourly Rate	Daily Rate
Saturday, March 15, 2025	10:00 a.m.	6:00 p.m.	8	\$ 40.00	\$ 320.00
Sunday, March 16, 2025	10:00 a.m.	6:00 p.m.	8	\$ 40.00	\$ 320.00
Monday, March 17, 2025	<b>Pool Closed</b>				
Tuesday, March 18, 2025	10:00 a.m.	6:00 p.m.	8	\$ 40.00	\$ 320.00
Wednesday, March 19, 2025	10:00 a.m.	6:00 p.m.	8	\$ 40.00	\$ -
Thursday, March 20, 2025	10:00 a.m.	6:00 p.m.	8	\$ 40.00	\$ 320.00
Friday, March 21, 2025	10:00 a.m.	6:00 p.m.	8	\$ 40.00	\$ -
Saturday, March 22, 2025	10:00 a.m.	6:00 p.m.	8	\$ 40.00	\$ 320.00
Sunday, March 23, 2025	10:00 a.m.	6:00 p.m.	8	\$ 40.00	\$ 320.00
Monday, March 24, 2025	<b>Pool Closed</b>				
			<b>64</b>		<b>\$ 1,920.00</b>
<b>Proposed JSO Amenity Security Shifts</b>					
Date	Hours of Operation		# of Hours	Hourly Rate	Daily Rate
Saturday, March 15, 2025	6:00 p.m.	10:00 p.m.	4	\$ 70.00	\$ 280.00
Sunday, March 16, 2025	6:00 p.m.	10:00 p.m.	4	\$ 70.00	\$ 280.00
Monday, March 17, 2025					
Tuesday, March 18, 2025					
Wednesday, March 19, 2025	6:00 p.m.	10:00 p.m.	4	\$ 70.00	\$ 280.00
Thursday, March 20, 2025					
Friday, March 21, 2025	6:00 p.m.	10:00 p.m.	4	\$ 70.00	\$ 280.00
Saturday, March 22, 2025	6:00 p.m.	10:00 p.m.	4	\$ 70.00	\$ 280.00
Sunday, March 23, 2025	6:00 p.m.	10:00 p.m.	4	\$ 70.00	\$ 280.00
Monday, March 24, 2025					
			<b>24</b>		<b>\$ 1,680.00</b>
					<b>\$ 3,600.00</b>

Hours	Rate	Amounts	Description
		<b>\$ 40,000.00</b>	<b>2025 Budget for Pool Monitors and Amenity Security</b>
518	\$ 40.00	\$ (3,600.00)	Spring Break Pool Monitors and Amenity Security
		\$ (20,720.00)	Summer Break Pool Monitors
		<b>\$ 15,680.00</b>	<b>Remaining Funds for JSO Shift</b>
250	\$ 70.00	\$ (17,800.00)	Scheduled JSO Shifts
		<b>\$ (2,120.00) (Over Budget)</b>	
		<i>* Not all shifts for JSO will likely be picked up/staffed</i>	

## Draft Summer 2025 Pool Season Schedule Pool Monitoring & Amenity Security

May and June 2025 Pool Monitoring Schedule						JSO Amenity Security				
Date	Hours of Operation		# of Hours	Hourly Rate	Daily Rate	Hours of Operation		# of Hours	Hourly Rate	Daily Rate
Saturday, May 24, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Sunday, May 25, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
<b>Monday, May 26, 2025</b>	<b>11:00 a.m.</b>	<b>6:00 p.m.</b>	<b>7</b>	<b>\$ 60.00</b>	<b>\$ 420.00</b>	<b>6:00 p.m.</b>	<b>11:00 p.m.</b>	<b>5</b>	<b>\$ 100.00</b>	<b>\$ 500.00</b>
Friday, May 30, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, May 31, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, June 1, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, June 2, 2025	<b>Pool Closed</b>					2:00 p.m.	7:00 p.m.	5	\$ 70.00	\$ 350.00
Tuesday, June 3, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Wednesday, June 4, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Thursday, June 5, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Friday, June 6, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, June 7, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, June 8, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, June 9, 2025	<b>Pool Closed</b>					2:00 p.m.	7:00 p.m.	5	\$ 70.00	\$ 350.00
Tuesday, June 10, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Wednesday, June 11, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Thursday, June 12, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Friday, June 13, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, June 14, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, June 15, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, June 16, 2025	<b>Pool Closed</b>					2:00 p.m.	7:00 p.m.	5	\$ 70.00	\$ 350.00
Tuesday, June 17, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Wednesday, June 18, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Thursday, June 19, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Friday, June 20, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, June 21, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, June 22, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, June 23, 2025	<b>Pool Closed</b>					2:00 p.m.	7:00 p.m.	5	\$ 70.00	\$ 350.00
Tuesday, June 24, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Wednesday, June 25, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Thursday, June 26, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Friday, June 27, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, June 28, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, June 29, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, June 30, 2025						6:00 p.m.	11:00 p.m.		\$ 70.00	\$ -
			<b>210</b>	<b>\$ 40.00</b>	<b>\$ 8,540.00</b>			<b>100</b>	<b>\$ 70.00</b>	<b>\$ 7,150.00</b>



July 2025 Pool Monitoring Schedule						JSO Amenity Security				
Date	Hours of Operation		# of Hours	Hourly Rate	Daily Rate	Hours of Operation		# of Hours	Hourly Rate	Daily Rate
Tuesday, July 1, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Wednesday, July 2, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Thursday, July 3, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Friday, July 4, 2025	11:00 a.m.	6:00 p.m.	7	\$ 60.00	\$ 420.00	6:00 p.m.	11:00 p.m.	5	\$ 100.00	\$ 500.00
Saturday, July 5, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, July 6, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, July 7, 2025	Pool Closed					2:00 p.m.	7:00 p.m.	5	\$ 70.00	\$ 350.00
Tuesday, July 8, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Wednesday, July 9, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Thursday, July 10, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Friday, July 11, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, July 12, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, July 13, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, July 14, 2025	Pool Closed					2:00 p.m.	7:00 p.m.	5	\$ 70.00	\$ 350.00
Tuesday, July 15, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Wednesday, July 16, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Thursday, July 17, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Friday, July 18, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, July 19, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, July 20, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, July 21, 2025	Pool Closed					2:00 p.m.	7:00 p.m.	5	\$ 70.00	\$ 350.00
Tuesday, July 22, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Wednesday, July 23, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Thursday, July 24, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Friday, July 25, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, July 26, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, July 27, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, July 28, 2025	Pool Closed					2:00 p.m.	7:00 p.m.	5	\$ 70.00	\$ 350.00
Tuesday, July 29, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Wednesday, July 30, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Thursday, July 31, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
			189		\$ 7,700.00			80		\$ 5,750.00

August and September 2025 Pool Monitoring Schedule						JSO Amenity Security				
Date	Hours of Operation		# of Hours	Hourly Rate	Daily Rate	Hours of Operation		# of Hours	Hourly Rate	Daily Rate
Friday, August 1, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, August 2, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, August 3, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, August 4, 2025										
Tuesday, August 5, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Wednesday, August 6, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Thursday, August 7, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00					
Friday, August 8, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, August 9, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, August 10, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, August 11, 2025	Pool Closed					2:00 p.m.	7:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, August 16, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, August 17, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, August 23, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, August 24, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Friday, August 29, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Saturday, August 30, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Sunday, August 31, 2025	11:00 a.m.	6:00 p.m.	7	\$ 40.00	\$ 280.00	6:00 p.m.	11:00 p.m.	5	\$ 70.00	\$ 350.00
Monday, September 1, 2025	11:00 a.m.	6:00 p.m.	7	\$ 60.00	\$ 420.00					
			119		\$ 4,900.00			70		\$ 4,900.00

*SEVENTEENTH ORDER OF BUSINESS*

*A.*

MINUTES OF MEETING  
VILLAGES OF WESTPORT  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Villages of Westport Community Development District was held Monday, October 28, 2024 at 5:30 p.m. at the Highlands Regional Library, 1826 Dunn Avenue, Jacksonville, Florida.

Present and constituting a quorum:

Yashekia Scarlett	Chairperson
Anina Guyton <i>by Zoom</i>	Vice Chairperson
Alice Sanford	Supervisor
Godfrey Story	Supervisor
Carl Hawkins	Supervisor

Also present:

Jim Oliver	District Manager
Chris Loy	District Counsel
Roy Van Wyk <i>by Zoom</i>	Kilinski Van Wyk
Tim Harden	Field Manager, Vesta
Alison Mossing	GMS
Terry Glynn	GMS
Chip Dellinger	GMS
Howard McGaffney	FCS
Chipper	Brightview
Robin	Brightview

*The following is a summary of the actions taken at the October 28, 2024 Regular Meeting of the Board of Supervisors of the Villages of Westport Community Development District.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 5:30 p.m. and called roll. Four Supervisors were in attendance constituting a quorum. Ms. Guyton attended via Zoom.

**SECOND ORDER OF BUSINESS**

**Public Comments *(regarding agenda items below)***

Mr. Oliver noted next is public comment on items specific to the agenda. There were no comments.

**THIRD ORDER OF BUSINESS**

**Consideration of Proposals for Field Management and Amenity Management Services**

Mr. Loy stated a request was made by the district for this proposal for field management and amenity services. He added that two proposals were received. One was received from Governmental Management Services and the other from Florida Community Specialist. He suggested both give presentations. The GMS members stepped out of the office.

Mr. McGaffney presented the Florida Community Specialist proposal and gave a history of the company and background on himself, his wife, and other personnel. He explained the roles of each of the manager as it applies in this district. He noted he would be on property every Monday, Wednesday, and Friday. He discussed doing inspections, inventory, review of property and supplies. He noted he could do most repairs and license items he would contract out for services. He discussed reports, work orders and communication. He discussed the Sunshine Law and how he would proceed.

Mr. Story stated for the record he had received a phone call from the vendor and was afraid of Sunshine Law, so ended the conversation. There was further discussion on this issue. Mr. McGaffney gave his recommendations for pricing, security issue option and pool monitors.

He reviewed the proposal including the options for services and fees for amenity manager and maintenance manager and staff. He noted this will not include pool monitor pricing and that it is suggested to use the Sheriff's Office for pool security. The board had questions of outsourcing and who would do work. He responded he would allocate the work with his sons. He noted that if electrical work needs to be done, he would contract out.

Another board member asked about answering calls on the weekend. He responded he has posted an article on his weekend work. There were no other questions.

The representative from GMS presented their proposal for the services. Mr. Oliver gave an overview of the personnel for contract services and the history of the company and Brightview. He noted the pricing was included in the agenda. Ms. Mossing, Terry Glen and Chip Dellinger,

who would be the on-site manager, discussed their roles and services. Ms. Mossing described billing, invoices, reporting, action item list provided, transparencies, and the 2 different models they were proposing. She noted for Operations Management; they proposed the 1<sup>st</sup> option for 20 hours /week, 2<sup>nd</sup> Option for 8 hours/week, janitorial for 3 day/week. Ms. Mossing also proposed that field maintenance would be 3days/week in the summer and 2days/week in the winter. The District Manager will work with everyone to assist with any services.

Mr. Oliver added GMS pricing is for \$117,000. He compared this with the 1<sup>st</sup> proposal of \$50,000. Ms. Mossing further explained the pricing. A board question was presented concerning electrical work to be done and if are they licensed. She added her concerns regarding the 1<sup>st</sup> company and performing everything. A question on billing and invoicing and work was implied. Ms. Mossing explained how GMS does the tracking and billing. She explained immediately emailing and contacting the board with large, unexpected issues.

Other questions and concerns with having ‘All eggs in 1 basket’. Ms. Scarlett acknowledged they did not want one company handling everything. Mr. Oliver noted GMS is not a start-up company and have many years of experience with an excellent track record.

It was announced both vendors were back in the room. The board selected Florida Community Specialist as the provider for on-site amenities, operations, and maintenance services. District Counsel will provide the agreement.

On MOTION by Ms. Sandford, seconded by Mr. Story, with all in favor, the Proposal with Florida Community Specialist for Field Management and Amenity Management, was approved.
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**FOURTH ORDER OF BUSINESS**

**Acceptance of Fiscal Year 2023 Audit Report**

Mr. Oliver noted the next item was for accepting the fiscal year 2023 audit report. He added it was a clean report and explained each section. He reviewed the 32, Finding 03-31 states not compliance with the general fund. He added that during FY23 there were more expenditures than income, and there was not a balanced budget. Mr. Oliver noted that the expenditures will be aligned within the future years to be compliant. He noted overall, it is a good audit and asked for approval.

Board asked how often the audits are required. Mr. Oliver explained 1time/year.

On MOTION by Ms. Scarlett, seconded by Mr. Hawkins, with all in favor, the Fiscal Year 2023 Audit Report, was approved.

**FIFTH ORDER OF BUSINESS**

**Discussion Items:**

**A. Amenity Center Incident**

Mr. Oliver stated this is on the amenity center incident. It was noted someone was to come forward to talk with the board about an incident. There was no one present. It was noted there are 4 temporary suspension letters regarding incidents and suspensions. Discussion ensued on some of the concerns on staff issues, security issues, needing a Florida State ID, pool issues, residents versus renters, jumping the fence, and exploring different systems. It was noted the policies will need to be changed if they want to look at age requirements and picture identifications.

The board was asked if they would like to seek options for a different system for access codes. They looked at an option for in-activating the current cards and re-issuing new ones.

It was noted there were 4 letters and each 1 was reviewed with their address noted. Each suspension was explained and discussed and voted on for final decision.

**B. Amenity Center Suspension Letter**

The first incident was at 12469 Kathy Circle involved an incident on August 24<sup>th</sup> with a contractor identifying a person playing loud music on speaker, was verbally warned, and engaged with threatening behavior with the board member and contractor. The suspension letter was issued on August 27<sup>th</sup> on suspension provisions until October 27, 2024, and the resident rights to defend the decision with the board. The staff recommendation was suspension for 60 days. He noted this was more involved due to behavior.

The staff stated they needed more time. He asked if anyone is in the audience would like to speak on the issues. There were no comments. The board was asked to either decide on termination or add more days. They requested a 6-month suspension from the day the letter was issued. It was noted letter will be sent to each.

On MOTION by Mr. Story, seconded by Ms. Scarlett, with all in favor, a Suspension for Rhodesia Butler for a 6-month period, was approved.

They next incident was the resident on 6967 Sandel Drive. July 30<sup>th</sup> (Ronald McCray) access card used by an unsupervised minor and gave access to an additional 6. The letter was sent for suspension until Oct. 28<sup>th</sup>. The board decided to suspend privileges for a 3-month period for the date the letter was sent. He asked for anyone to speak, there were no comments.

On MOTION by Ms. Scarlett, seconded by Mr. Story, with all in favor, a Suspension for Ronald McCray for a 3-month period, was approved.

The next incident from 12440 Glimmer Way (Angela Young) occurred on September 22<sup>nd</sup> where an access card was used by unsupervised minor providing access to an additional 8 minors. On September 25<sup>th</sup> a letter was sent to suspend until the October 28<sup>th</sup> meeting. Staff and board recommend a suspension of 30-day period from when the letter was sent. He asked for audience comments. There were none.

On MOTION by Ms. Scarlett, seconded by Mr. Hawkins, with all in favor, the Suspension for Angela Marie Young for a 3-month period, was approved.

The next incident from a resident at 6738 Sandel Drive on September 21<sup>st</sup> a key access was used for access to the pool for 8 minors. It was noted a letter was sent for a suspension on October 8<sup>th</sup> which recommended suspended until October 28<sup>th</sup> meeting. He asked for anyone in the audience to speak. There were no comments. Staff and board recommended a suspension for a 30-day period from the day the letter was sent.

On MOTION by Mr. Hawkins, seconded by Mr. Story, with all in favor, the Suspension for Resident at 6738 Sandel Drive for a 3-month period, was approved.

### **C. Amenity Center Policies**

Mr. Oliver stated this is regarding amenity center policies. Highlights were provided on the changes, which are housecleaning changes. These changes do not require a public hearing. Mr. Story asked about the policies and to add if board can install a higher fee for renter for access to amenity center. He added some stipulations to revoke the access card after an established time.



District Counsel stated they cannot add different fees for the residents. Other stipulations can be added for punishments. Mr. Story clarified he is asking for renters change in fees, not the homeowners.

Discussion ensued on suspensions, public entities, fines, fees, violations, not paying the fees, and additional charges. Counsel asked for a motion.

On MOTION by Ms. Sandford, seconded by Mr. Hawkins, with all in favor, the Amenity Center Policies, were approved.

**D. Access Card System**

Mr. Oliver stated this item in on the access card system that was discussed earlier. He asked for any other discussion. There was no further discussion.

**SIXTH ORDER OF BUSINESS**

**Information Regarding Insurance Purposes for Florida Insurance Alliance**

Mr. Oliver stated this item was on information on insurance purposes for Florida Insurance Alliance that has been provided. There was no action needed.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Proposal from Brightview for Installation of Irrigation System around Amenity Center *(will be sent under separate cover)***

Mr. Oliver stated this item was for a proposal from Brightview for installation of the irrigation system around the amenity center. He noted this had not yet been provided. This will be provided at the next meeting. It was noted they were on property 5 times this month.

Updates were on provided on coming into a new management area and providing landscaping and treatment areas of torpedo grass, soil, planting, Bermuda grass updates, chemical spreading, treatments of dry areas, and the contract map areas.

Ms. Scarlett discussed beautification and flower issues, areas that need attention, issues with jumping the fence and planting that will deter that jumping. He discussed the contact personnel for Brightview. Mr. Hawkins mentioned another area of concern on a sidewalk area that remains wet and could be an irrigation issue. Brightview stated they will address the irrigation issues. Annuals were discussed that were a part of the contract and other areas that need attention.

It was noted another amendment may be needed to address some of these additional concerns of adding certain pond banks to the mowing schedule and updating the contract.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Manager**

**1. Discussion of New Homebuyer Welcome Letter**

Mr. Oliver noted this item is to discuss the new homebuyer welcome letter. This was put together for board review and any changes can be added.

**2. Discussion of Payment Authorization Process and Financial Reports**

Mr. Oliver provided the process for payment authorization process and financials reports. He noted he does sign off on the invoices.

**3. Update on Email Blast System and Fitness Room Survey**

Mr. Oliver provided an update on the email blast system and the fitness survey. He stated the email blast, and the fitness room survey are in the agenda packet. Discussion ensued on the board had not decided on plan for the equipment for either buying or leasing, the maintenance of the fitness room equipment, and various companies.

**B. Attorney**

Attorney stated he had nothing to report.

**C. Operation Manager – Report**

The operation manager asked if the board would like an overview of the report. He noted it had been provided to the board for review. He stated he would answer any questions. The board did not have further questions.

**NINTH ORDER OF BUSINESS**

**Supervisor’s Request**

- Ms. Scarlett made comments on the contract and services that have not been provided and how to proceed with holding payment and the legal issues. She discussed issues with the picnic tables, paint issues, handicap area concerns, gates, the vandalism issues, water fountain, parking light re-striping of parking lot, playground pressure washing, basketball court, other community issues in the amenity center. There was a payment made on pool

and pressure washing. Contract needs reviewed since the vendors are not showing up for services.

- Another comment was made on correspondence with work completed on the property and having a memo provided. There will be a litigation for non-payment and will be provided at the next meeting.
- Other concerns on ponds, signage for no fishing, and other fishing area signs that are needed.
- Board member asked for \$1000 for Christmas decorations. Mr. Oliver noted the budget issues and assessments would be coming in soon. Another issue would be finding a vendor to do the job. Discussion ensued on having individual residents putting up lights and they needed a consistently of the beautician, the option of finding a committee to put up lights, invoice review, responsibility for the lights, storage, and the possibility of a not to exceed amount of \$1500 to partner with the HOA.

On MOTION by Ms. Scarlett, seconded by Ms. Sandford, with all in favor, a Not to Exceed Amount of \$1500 for Holiday Lighting, were approved.

**TENTH ORDER OF BUSINESS**

**Public Comments**

- Comments made on announcement of Board vacancy and ballot. Next seats will be for 2026.

**ELEVENTH ORDER OF BUSINESS**

**Approval of Consent Agenda**

**A. Approval of the Minutes of the August 19, 2024 Meetings**

Mr. Oliver asked for any changes to the minutes of the August 19, 2024 meeting. There were no changes.

**B. Balance Sheet and Statement of Revenues & Expenditures for the Period Ending September 30, 2024**

**C. Assessment Receipt Schedule**

**D. Approval of Check Register**

Mr. Oliver noted financial statement ending September 30, 2024. He added they were 100% collected. He noted the check register is included. He added that all can be approved in one motion.

On MOTION by Ms. Scarlett, seconded by Mr. Hawkins, with all in favor, the Consent Agenda, was approved.

**TWELFTH ORDER OF BUSINESS                      Closed Session: Discussion Regarding Security Matters\***

Mr. Oliver stated there was a closed session regarding security matters. He asked if there were items that needed to be added to this agenda. District Counsel discussed the Sunshine Law and announced this is closed and asked for all public members to leave the room during this discussion.

It was asked about camera system and adding motion sensors. Other discussion ensued on locations, security audit to address blind spots, using a motion system which would trigger sound alarms and lighting during the evening hours and after the facility is closed, other monitoring issues, and access to the cameras. It was acknowledged that Ms. Sanford has access and other board members need same access to the cameras. It was also discussed to move cameras around instead of purchasing additional cameras. Pricing was discussed and having an audit of the security system. A board member asked to include the idea of adding motion and alarms. Staff direction for the results and recommendations to be brought to the next meeting.

*\*The Board reopened the regular public meeting at 7:39 p.m.*

**THIRTEENTH ORDER OF BUSINESS                      Next Scheduled Meeting – January 27, 2025 @ 5:30 p.m. @ Highlands Regional Library**

Mr. Oliver stated the next scheduled meeting is January 27, 2025 @ 5:30 p.m. at the Highlands Regional Library.

**FOURTEENTH ORDER OF BUSINESS                      Adjournment**

Mr. Oliver adjourned the meeting.

On MOTION by Ms. Sandford, seconded by Mr. Story, with all in favor, the meeting was adjourned.

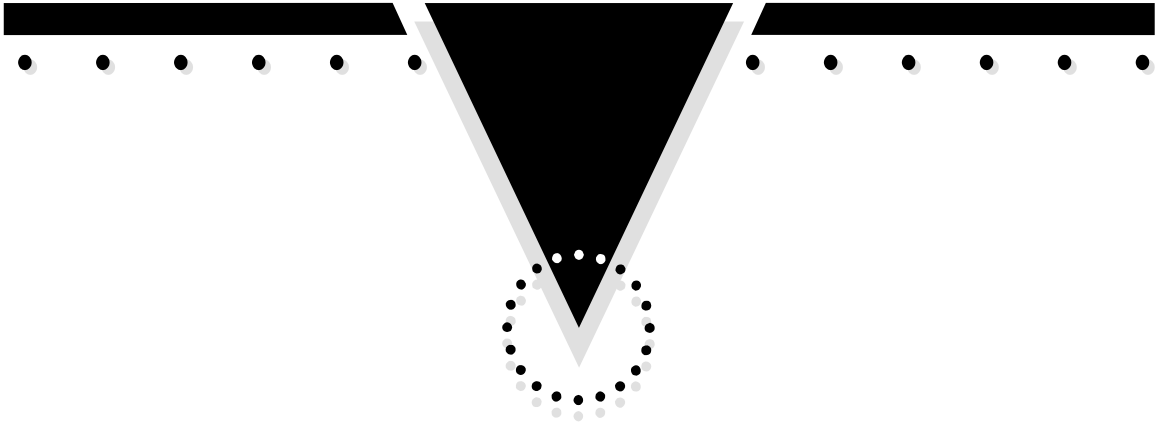
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Secretary/Assistant Secretary

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Chairman/Vice Chairman

*B.*



# **Villages of Westport**

## **Community Development District**

Unaudited Financial Reporting  
December 31, 2024



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**Villages of Westport  
Community Development District**

Balance Sheet  
December 31, 2024

**Governmental Fund Types**

	<u><b>General Fund</b></u>	<u><b>Debt Service</b></u>	<u><b>Capital Projects</b></u>	<u><b>Totals</b></u> <i>(memorandum only)</i>
<u><b>Assets</b></u>				
Cash				
Operating	\$1,134,879	----	----	\$1,134,879
Debit Card	\$1,369	----	----	\$1,369
SBA	\$260,307	----	----	\$260,307
Assessment Receivable	----	----	----	\$0
Interest Receivable	----	----	----	\$0
Due from Capital Projects	\$7,446	----	----	\$7,446
Due from Debt Service	\$0	----	----	\$0
Due from General Fund	----	\$766,791	----	\$766,791
<u><b>Investments:</b></u>				
<u><b>Series 2005A</b></u>				
Reserve A5	----	\$453,416	----	\$453,416
Revenue A5	----	\$1,481	----	\$1,481
Interest A5	----	----	----	\$0
Prepayment A5	----	\$1,381	----	\$1,381
Acquisition & Construction	----	----	\$83,438	\$83,438
Deferred Cost	----	----	\$62	\$62
Prepaid Expenses	\$0	----	----	\$0
<b>Total Assets</b>	<b>\$1,404,000</b>	<b>\$1,223,068</b>	<b>\$83,500</b>	<b>\$2,710,569</b>
<u><b>Liabilities</b></u>				
Accounts Payable	\$4,626	----	----	\$4,626
Due to Debt Service	\$766,791	----	----	\$766,791
Due to General Fund	----	\$0	----	\$0
<u><b>Fund Equity</b></u>				
Fund Balances				
Unassigned	\$632,583	----	----	\$632,583
Nonspendable- Prepaid	\$0	----	----	\$0
Restricted for Capital Projects	----	----	\$83,500	\$83,500
Restricted for Debt Service	----	\$1,223,068	----	\$1,223,068
<b>Total Liabilities, Fund Equity, Other</b>	<b>\$1,404,000</b>	<b>\$1,223,068</b>	<b>\$83,500</b>	<b>\$2,710,569</b>

**Villages of Westport**  
**Community Development District**  
General Fund  
Statement of Revenues & Expenditures  
For the Period Ending December 31, 2024

	<b>Adopted Budget</b>	<b>Prorated Budget 12/31/24</b>	<b>Actuals 12/31/24</b>	<b>Variance</b>
<b>Revenues</b>				
Maintenance Assessments- Tax Roll	\$ 430,996	\$ 422,811	\$ 422,811	\$ -
Maintenance Assessments- Direct Bills	\$ 59,696	\$ 59,696	\$ 59,697	\$ 1
Interest Income	\$ -	\$ -	\$ 16	\$ 16
Interest Income - SBA	\$ -	\$ -	\$ 70	\$ 70
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -
Transfer In	\$ -	\$ -	\$ 254,599	\$ 254,599
<b>Total Revenue</b>	<b>\$ 490,692</b>	<b>\$ 482,507</b>	<b>\$ 737,193</b>	<b>\$ 254,685</b>
<b>Expenditures</b>				
<i>Administrative</i>				
Supervisors Fees	\$ 4,800	\$ 1,200	\$ 800	\$ 400
Engineering	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Arbitrage	\$ 1,000	\$ 250	\$ -	\$ 250
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Dissemination	\$ 3,000	\$ 750	\$ 750	\$ -
Amortization Schedule	\$ -	\$ -	\$ 500	\$ (500)
Attorney	\$ 17,500	\$ 4,375	\$ 15,277	\$ (10,902)
Annual Audit	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Trustee Fees	\$ 3,720	\$ 3,717	\$ 3,717	\$ -
Management Fees	\$ 40,903	\$ 10,226	\$ 10,226	\$ 0
Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Website	\$ 1,200	\$ 300	\$ 300	\$ -
Telephone	\$ 1,250	\$ 313	\$ -	\$ 313
Postage	\$ 250	\$ 63	\$ 201	\$ (139)
Printing & Binding	\$ 150	\$ 38	\$ 12	\$ 26
Insurance-Liability	\$ 9,000	\$ 9,000	\$ 9,000	\$ -
Legal Advertising	\$ 1,500	\$ 375	\$ 90	\$ 285
Other Current Charges	\$ 1,000	\$ 250	\$ 165	\$ 85
Office Supplies	\$ 100	\$ 25	\$ 1	\$ 24
Dues, License, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Administration Subtotal</b>	<b>\$ 102,348</b>	<b>\$ 39,006</b>	<b>\$ 46,664</b>	<b>\$ (7,658)</b>
<i>Common Area Maintenance:</i>				
Field Services	\$ 19,200	\$ 4,800	\$ 4,710	\$ 90
Landscape Maintenance	\$ 54,517	\$ 13,629	\$ 18,456	\$ (4,827)
Landscape Contingency	\$ -	\$ -	\$ 1,865	\$ (1,865)
Irrigation - Repairs	\$ 2,500	\$ 625	\$ 5,852	\$ (5,227)
Lake Maintenance	\$ 14,516	\$ 3,629	\$ 3,855	\$ (226)
Repairs and Maintenance - Field	\$ 7,000	\$ 1,750	\$ 3,655	\$ (1,905)
Contingency	\$ 8,000	\$ 2,000	\$ -	\$ 2,000
<b>Total Common Area Maintenance</b>	<b>\$ 105,733</b>	<b>\$ 26,433</b>	<b>\$ 38,392</b>	<b>\$ (11,959)</b>

**Villages of Westport**  
**Community Development District**  
General Fund  
Statement of Revenues & Expenditures  
For the Period Ending December 31, 2024

	<b>Adopted Budget</b>	<b>Prorated Budget 12/31/24</b>	<b>Actuals 12/31/24</b>	<b>Variance</b>
<i>Amenity Center:</i>				
Facility/Pool Attendants/Security	\$ 40,000	\$ -	\$ -	\$ -
Janitorial	\$ 10,920	\$ 2,730	\$ 2,194	\$ 536
Pool Maintenance	\$ 18,000	\$ 4,500	\$ 4,982	\$ (482)
Pool Permits	\$ 400	\$ 400	\$ -	\$ 400
Utilites - Water/Electric	\$ 45,000	\$ 11,250	\$ 9,565	\$ 1,685
Trash	\$ 200	\$ 50	\$ 179	\$ (129)
Pest Control	\$ 550	\$ 138	\$ 141	\$ (3)
Irrigation Repair	\$ 3,000	\$ 750	\$ -	\$ 750
Insurance - Property	\$ 7,885	\$ 7,885	\$ 7,716	\$ 169
Telephone	\$ 1,500	\$ 375	\$ 526	\$ (151)
Access Control	\$ 1,700	\$ 425	\$ 544	\$ (119)
Security Camera System/Monitoring	\$ 7,056	\$ 1,764	\$ 1,680	\$ 84
Facilities Maintenance - Contract	\$ 12,000	\$ 3,000	\$ 2,908	\$ 92
Holiday Décor	\$ -	\$ -	\$ 2,099	\$ (2,099)
Repairs and Maintenance - Amenity	\$ 9,400	\$ 2,350	\$ -	\$ 2,350
<b>Total Amenity Center</b>	<b>\$ 157,611</b>	<b>\$ 35,617</b>	<b>\$ 32,535</b>	<b>\$ 3,082</b>
<i>Other Financing Sources (Uses)</i>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Capital Reserve	\$ 25,000	\$ -	\$ -	\$ -
First Quarter Operating Capital	\$ 100,000	\$ -	\$ -	\$ -
<b>Total Other</b>	<b>\$ 125,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 490,692</b>	<b>\$ 101,055</b>	<b>\$ 117,591</b>	<b>\$ (16,535)</b>
<b>Excess Revenues/ (Expenditures)</b>	<b>\$ -</b>		<b>\$ 619,602</b>	
<b>Beginning Fund Balance</b>	<b>\$ -</b>		<b>\$ 12,981</b>	
<b>Ending Fund Balance</b>	<b>\$ -</b>		<b>\$ 632,583</b>	

# Villages of Westport

## Community Development District

Debt Service Fund Series 2005A  
Statement of Revenues & Expenditures  
For the Period Ending December 31, 2024

	Adopted Budget	Prorated Budget 12/31/24	Actual 12/31/24	Variance
<b>Revenues</b>				
Special Assessments- Tax Roll	\$ 676,054	\$ 663,221	\$ 663,221	\$ -
Special Assessments- Direct A5	\$ 97,178	\$ 97,178	\$ 97,178	\$ (0)
Special Assessments- Prepayment	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 15,000	\$ 3,750	\$ 12,172	\$ 8,422
<b>Total Revenues</b>	<b>\$ 788,232</b>	<b>\$ 764,149</b>	<b>\$ 772,572</b>	<b>\$ 8,422</b>
<b>Expenditures</b>				
<u>Series 2005A</u>				
Interest-11/1	\$ 184,253	\$ 184,253	\$ 184,253	\$ -
Principal-11/1 (Prepayment)	\$ 185,000	\$ 185,000	\$ 265,000	\$ (80,000)
Principal-5/1	\$ 435,000	\$ -	\$ -	\$ -
Interest-5/1	\$ 184,253	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 988,506</b>	<b>\$ 369,253</b>	<b>\$ 449,253</b>	<b>\$ (80,000)</b>
<b>Other Sources/Uses</b>				
Transfer In/(Out)	\$ -	\$ -	\$ (254,599)	\$ (254,599)
<b>Total Other Sources/ (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (254,599)</b>	<b>\$ (254,599)</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ (200,274)</b>		<b>\$ 68,720</b>	
<b>Beginning Fund Balance</b>	<b>\$ 628,197</b>		<b>\$ 1,154,348</b>	
<b>Ending Fund Balance</b>	<b>\$ 427,923</b>		<b>\$ 1,223,068</b>	

Due from General Fund	\$ 766,791
Due to Genral Fund	
Assessment Receivable	----
Interest Receivable	----
Reserve A5	\$ 453,416
Revenue A5	\$ 1,481
Interest A5	----
Prepayment A5	\$ 1,381
<b>Total</b>	<b>\$ 1,223,068</b>

# Villages of Westport

## Community Development District

### Capital Projects Fund

#### Statement of Revenues & Expenditures For the Period Ending December 31, 2024

	Series 2005A
<b><u>Revenues</u></b>	
Interest Income	\$1,110
Developer Contributions	\$0
<b>Total Revenues</b>	<b>\$1,110</b>
<b><u>Expenditures</u></b>	
Capital Outlay	\$0
Professional Fees	\$0
Miscellaneous	\$0
<b>Total Expenditures</b>	<b>\$0</b>
<b><u>Other Sources/(Uses)</u></b>	
Transfer In/(Out)	\$0
<b>Total Other Sources/ (Uses)</b>	<b>\$0</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$1,110</b>
<b>Beginning Fund Balance</b>	<b>\$82,391</b>
<b>Ending Fund Balance</b>	<b>\$83,500</b>





**Villages of Westport**  
**Community Development District**  
**Long Term Debt Report**

<b>SERIES 2005A, SPECIAL ASSESSMENT REVENUE BONDS</b>	
OPTIONAL REDEMPTION DATE	5/1/2013
INTEREST RATE:	5.70%
MATURITY DATE:	5/1/2035
RESERVE FUND DEFINITION	6.9126% BONDS DEEMED OUTSTANDING
RESERVE FUND REQUIREMENT	\$453,416
RESERVE FUND BALANCE	\$453,416
BONDS OUTSTANDING - 9-30-22	\$7,265,000
LESS: PRINCIPAL PAYMENT - 05/01/23	(\$390,000)
LESS: PRINCIPAL PAYMENT - 05/01/24	(\$410,000)
LESS: SPECIAL CALL PAYMENT - 11/01/24	(\$265,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$6,200,000</b>





*C.*

# Villages of Westport

## Community Development District

### Assessment Receipts Schedule - Fiscal Year 2025

Gross Assessment	\$ 1,107,046.77	\$ 676,054.28	\$ 430,992.49
Less: Disc. & Coll. (7.5%)	\$ (83,028.51)	\$ (50,704.07)	\$ (32,324.44)
Net Assessment	\$ 1,024,018.26	\$ 625,350.21	\$ 398,668.05

Date	Amount	Debt Service	O&M
11/6/24	\$ 3,415.44	\$ 2,085.75	\$ 1,329.69
11/15/24	\$ 9,913.43	\$ 6,053.96	\$ 3,859.47
11/21/24	\$ 6,906.00	\$ 4,217.37	\$ 2,688.63
11/29/24	\$ 17,265.02	\$ 10,543.45	\$ 6,721.57
12/5/24	\$ 83,893.42	\$ 51,232.26	\$ 32,661.16
12/10/24	\$ 772,496.84	\$ 471,750.43	\$ 300,746.41
12/19/24	\$ 192,142.50	\$ 117,338.10	\$ 74,804.40
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

Total	\$ 1,086,032.65	\$ 663,221.32	\$ 422,811.33
Remaining	\$ -	\$ -	\$ -
Percentage Collected	106%	106%	106%

*D.*

# Villages of Westport

## Community Development District

### Check Register Summary

December 1, 2024 to December 31, 2024

Bank	Date	Check No.'s	Amount
General Fund	12/3/24	2032 - 2038	\$ 31,694.08
	12/17/24	2039 - 2045	\$ 16,236.06
	12/27/24	2046 - 2050	\$ 261,349.95
			<b>\$ 309,280.09</b>
Utilities - ACH Debit	12/2/24	Comcast	\$ 131.62
	12/2/24	JEA	\$ 2,251.46
	11/15/24	Comcast	\$ 131.42
			<b>\$ 2,514.50</b>
Debit Card	12/5/24	Signs Now	\$ 50.00
	12/16/24	Hawkins Inc	\$ 448.30
	12/17/24	Hawkins Inc-Return	\$ (30.00)
	12/23/24	Family Dollar	\$ 22.47
	12/23/24	Leslie's Poolmart	\$ 120.20
	12/30/24	Home Depot	\$ 24.16
			<b>\$ 635.13</b>
<b>TOTAL</b>			<b>\$ 312,429.72</b>

--

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #	
12/03/24	00011	11/21/24	11212024 202411 330-57200-59100	HOBBY LOBBY REIMB-GARLAND	*	17.18		
		11/21/24	11212024 202411 330-57200-59100	HOBBY LOBBY REIMB-GARLAND	*	8.59		
							ALICE SANFORD	25.77 002032
12/03/24	00058	11/01/24	9117116 202411 320-53800-46200	NOV LANDSCAPE MAINTENANCE	*	6,152.00		
		12/01/24	9155073 202412 320-53800-46200	DEC LANDSCAPE MAINTENANCE	*	6,152.00		
							BRIGHTVIEW LANDSCAPE SERVICES, INC.	12,304.00 002033
12/03/24	00062	11/27/24	8667 202411 320-53800-46000	EXIT BUTTON REPAIR	*	869.00		
							EDWARDS ORNAMENTAL IRON, INC	869.00 002034
12/03/24	00061	12/01/24	01-20241 202412 320-53800-34000	DEC FIELD SERVICES	*	1,553.83		
		12/01/24	01-20241 202412 330-57200-46700	DEC JANITORIAL	*	627.50		
		12/01/24	01-20241 202412 330-57200-46400	DEC POOL MAINTENANCE	*	1,000.00		
		12/01/24	01-20241 202412 330-57200-46001	DEC FACILITY MAINT	*	1,000.00		
		12/01/24	01-20241 202412 320-53800-46000	CHAIR LIFT PARTS	*	205.59		
							FLORIDA COMMUNITY SPECIALISTS, LLC	4,386.92 002035
12/03/24	00029	12/01/24	87 202412 310-51300-34000	DEC MANAGEMENT FEES	*	3,408.58		
		12/01/24	87 202412 310-51300-49500	DEC WEBSITE ADMIN	*	100.00		
		12/01/24	87 202412 310-51300-35100	DEC INFO TECH	*	150.00		
		12/01/24	87 202412 310-51300-31300	DEC DISSEM AGENT SERVICES	*	250.00		
		12/01/24	87 202412 310-51300-49000	DEC RECORD STORAGE	*	50.00		
		12/01/24	87 202412 310-51300-51000	OFFICE SUPPLIES	*	.45		
		12/01/24	87 202412 310-51300-42000	POSTAGE	*	91.67		
		12/01/24	87 202412 310-51300-42500	COPIES	*	1.35		
							GOVERNMENTAL MANAGEMENT SERVICES	4,052.05 002036

VWSP VILL O WESTPRT SRICE

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/03/24	00032	11/17/24 10815	202410 310-51300-31500	OCT GENERAL COUNSEL KILINSKI   VAN WYK, PLLC	*	9,931.34	9,931.34 002037
12/03/24	00057	10/27/24 53522	202409 310-51300-31100	PROFESSIONAL SRVCS SEP24 PROSSER PRIME	*	125.00	125.00 002038
12/17/24	00001	12/05/24 14200	202412 320-53800-46000	20 AMP OUTLET AMENITY CEN	*	900.00	
		12/05/24 14201	202412 320-53800-46000	REPLACE ELECTRICAL LIGHT BEACHES ELECTRICAL SERVICE INC.	*	825.00	1,725.00 002039
12/17/24	00042	11/11/24 369547	202409 310-51300-32200	FY 9/30/23 AUDIT BERGER, TOOMBS, ELAM, GAINES	*	4,625.00	4,625.00 002040
12/17/24	00058	12/16/24 9179107	202412 320-53800-46300	TREE TRIMMING BRIGHTVIEW LANDSCAPE SERVICES, INC.	*	1,265.00	1,265.00 002041
12/17/24	00002	12/16/24 71717086	202412 330-57200-46600	DEC PEST CONTROL BUG OUT	*	46.96	46.96 002042
12/17/24	00032	12/10/24 10980	202411 310-51300-31500	NOV GENERAL COUNSEL KILINSKI   VAN WYK, PLLC	*	5,345.50	5,345.50 002043
12/17/24	00004	11/01/24 PSI12281	202411 320-53800-46800	NOV LAKE MAINTENANCE	*	1,186.80	
		12/01/24 PSI12952	202412 320-53800-46800	DEC LAKE MAINTENANCE SOLITUDE LAKE MANAGEMENT	*	1,481.80	2,668.60 002044
12/17/24	00031	12/11/24 75172153	202412 330-57200-34500	DEC SECURITY VECTOR SECURITY, INC.	*	560.00	560.00 002045
12/27/24	00038	12/26/24 18440	202412 320-53800-46000	BACKFLOW TEST DEC24 BOB'S BACKFLOW & PLUMBING SERVICES	*	251.00	251.00 002046
12/27/24	00054	12/26/24 2868	202412 330-57200-46400	POOL REPAIR DEC24 C BUSS ENTERPRISES, INC.	*	550.00	550.00 002047

VWSP VILL O WESTPRT SRICE

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/27/24	00064	12/18/24 I1534115	202412 320-53800-46500	SERVICE CALL - CAP HEAD	*	2,495.00	
		12/18/24 I1534115	202412 320-53800-46500	DRAINAGE INSTALL	*	3,356.50	
							5,851.50 002048
-----							
12/27/24	00044	12/21/24 2400738	202412 330-57200-34600	ANNUAL SUBSCRIPTION	*	98.45	
							98.45 002049
-----							
12/27/24	00063	12/26/24 12262024	202412 300-15100-10000	TRANSFER TO SBA	*	254,599.00	
							254,599.00 002050
-----							
						TOTAL FOR BANK A	309,280.09
						TOTAL FOR REGISTER	309,280.09

VWSP VILL O WESTPRT SRICE





Susan Ferrero &lt;sferrero@gmstnn.com&gt;

---

## Fwd: Request for Reimbursement: Holiday Garland Purchases

---

**Alison Mossing** <amossing@gmstnn.com>  
To: Susan Ferrero <SFerrero@gmstnn.com>

Mon, Nov 25, 2024 at 9:30 AM

Hi Susan,

Will you please print Alices email below to pdf and attach the below receipts as an invoice to reimburse Alice from Villages of Westport CDD for the holiday decor?

Thank you,

Alison Mossing  
**Governmental Management Services**  
393 Palm Coast Pkwy SW, #4  
Palm Coast, FL 32137  
Phone: (865) 603-7493  
Email: [amossing@gmstnn.com](mailto:amossing@gmstnn.com)

0013305720059100

Begin forwarded message:

**From:** alice sanford <[academyofdreams@yahoo.com](mailto:academyofdreams@yahoo.com)>  
**Subject:** Request for Reimbursement: Holiday Garland Purchases  
**Date:** November 24, 2024 at 3:59:03 PM EST  
**To:** Darrin Mossing <[dmossing@gmstnn.com](mailto:dmossing@gmstnn.com)>, Alison Mossing <[amossing@gmstnn.com](mailto:amossing@gmstnn.com)>, Sarah Sweeting <[ssweeting@gmsnf.com](mailto:ssweeting@gmsnf.com)>  
**Cc:** Howard McGaffney <[howard@flcspec.com](mailto:howard@flcspec.com)>

Good afternoon,

Please see the attached receipts for reimbursement. I assisted Howard in locating garland for the Villages of Westport CDD holiday decorations. I purchased two garlands at one Hobby Lobby for \$17.18, which includes tax, and one garland at a different Hobby Lobby for \$8.59, also including tax. I have attached the receipts for the three garlands I purchased for reimbursement

Thank You,

Alice L. Sanford

# HOBBY LOBBY

Super Savings, Super Selection!

9515 Crosshill Blvd, Suite #10  
Jacksonville, FL 32222  
Hobby Lobby Store #1014 (904) 908-0395

S-1014 R-7 T-5456 BRADLEY H SALE  
104000000 Christmas 15.98  
Promo 50% Off (15.99-8.00)  
2 @ 7.99 ea

SUBTOTAL 15.98  
TAX TOTAL 1.20  
**TOTAL 17.18**

M/C  
ACCOUNT #: \*\*\*\*\*6785  
AUTH#: 09976P  
ACCT: MASTERCARD CAPITAL ONE INSERTED  
CARD # \*\*\*\*\*6785 EXP \*\*/\*\*  
REF # 163311211042 AUTH # 09976P RESP 00  
AID: A0000000041010 ISO 00  
TSI: E800 ARC: CUR: 0840  
TVR: 0000008000  
APP: MASTERCARD  
IAD: 0110A040012200000000000000000000  
O0FF

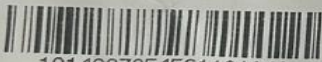
No Signature  
CHANGE DUE 0.00

Number of Items Purchased: 2

Total savings: 16.00

Thank You. Please come again.  
Become a fan on Facebook.  
Sign up today for our Hobby Lobby App

Visit our website at [www.hobbylobby.com](http://www.hobbylobby.com)



1014007054561121246

11/21/24 04:32 PM

## RETURN POLICY

Hobby Lobby values customer satisfaction,  
with or without the receipt.

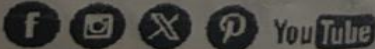
**WITH ORIGINAL SALES RECEIPT:**  
Within 90 days of purchase, we will gladly exchange the merchandise, give a store credit, or issue a refund based on the original method of payment. There will be a wait of 10 calendar days on check purchases, or merchandise credit can be issued.\*

**WITHOUT ORIGINAL SALES RECEIPT:**  
You may exchange the merchandise or be issued a merchandise credit based on the lowest selling price in the last 60 days. Valid ID is required.

\*Returns or exchanges of Cricut® Machines, HeatPressStation Machines and Sewing Machines (except Singer Stitch Quick) are prohibited unless customer presents original receipt and products are in new unopened condition.

Warranty claims must be submitted to manufacturer.

We reserve the right to limit or refuse to accept the return of certain products and non-receipted items.



# HOBBY LOBBY

Super Savings, Super Selection!

15324 Max Leggett Parkway, Sui  
Jacksonville, FL 32218  
Hobby Lobby Store #368 (904) 757-7140

S-368 R-1 T-1840 PAMELA M SALE  
104000000 Christmas 7.99  
Promo 50% Off (15.99-8.00)

SUBTOTAL 7.99  
TAX TOTAL 0.60  
**TOTAL 8.59**

M/C  
ACCOUNT #: \*\*\*\*\*6785  
AUTH#: 01533P  
ACCT: MASTERCARD CAPITAL ONE INSERTED  
CARD # \*\*\*\*\*6785 EXP \*\*/\*\*  
REF # 180011211042 AUTH # 01533P RESP 00  
AID: A0000000041010 ISO 00  
TSI: E800 ARC: CUR: 0840  
TVR: 0000008000  
APP: MASTERCARD  
IAD: 0110A040012200000000000000000000  
O0FF

No Signature  
CHANGE DUE 0.00

Number of Items Purchased: 1

Total savings: 8.00

Thank You. Please come again.  
Become a fan on Facebook.  
Sign up today for our Hobby Lobby App

Visit our website at [www.hobbylobby.com](http://www.hobbylobby.com)



0368001018401121248

11/21/24 06:00 PM

## RETURN POLICY

Hobby Lobby values customer satisfaction,  
with or without the receipt.

**WITH ORIGINAL SALES RECEIPT:**  
Within 90 days of purchase, we will gladly exchange the merchandise, give a store credit, or issue a refund based on the original method of payment. There will be a wait of 10 calendar days on check purchases, or merchandise credit can be issued.\*

**WITHOUT ORIGINAL SALES RECEIPT:**  
You may exchange the merchandise or be issued a merchandise credit based on the lowest selling price in the last 60 days. Valid ID is required.

\*Returns or exchanges of Cricut® Machines, HeatPressStation Machines and Sewing Machines (except Singer Stitch Quick) are prohibited unless customer presents original receipt and products are in new unopened condition.

Warranty claims must be submitted to manufacturer.

We reserve the right to limit or refuse to accept the return of certain products and non-receipted items.





**INVOICE**

Villages of Westport CDD  
475 W Town Pl Ste 114  
St Augustine FL 32092

**Customer #:** 26731784  
**Invoice #:** 9117116  
**Invoice Date:** 11/1/2024  
**Cust PO #:**

Job Number	Description	Amount
346100627	Villages of Westport CDD Exterior Maintenance For November  0013205380046200 NOV Landscape Maintenance	6,152.00
<b>Total invoice amount</b>		<b>6,152.00</b>
<b>Tax amount</b>		
<b>Balance due</b>		<b>6,152.00</b>

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904-292-0716

*Please detach stub and remit with your payment*

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact [autopay@brightview.com](mailto:autopay@brightview.com) or your branch point of contact for more information on how to sign up on Auto Pay.

**Payment Stub**

Customer Account#: 26731784  
Invoice #: 9117116  
Invoice Date: 11/1/2024

<b>Amount Due:</b> \$6,152.00
-------------------------------

*Thank you for allowing us to serve you*

Please reference the invoice # on your check  
and make payable to:

Villages of Westport CDD  
475 W Town Pl Ste 114  
St Augustine FL 32092

BrightView Landscape Services, Inc.  
P.O. Box 740655  
Atlanta, GA 30374-0655



# INVOICE

Villages of Westport CDD  
475 W Town Pl Ste 114  
St Augustine FL 32092

**Customer #:** 26731784  
**Invoice #:** 9155073  
**Invoice Date:** 12/1/2024  
**Cust PO #:**

Job Number	Description	Amount
346100627	Villages of Westport CDD Exterior Maintenance For December  0013205380046200 Dec Landscape Maintenance	6,152.00
<b>Total invoice amount</b>		<b>6,152.00</b>
<b>Tax amount</b>		
<b>Balance due</b>		<b>6,152.00</b>

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904-292-0716

*Please detach stub and remit with your payment*

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact [autopay@brightview.com](mailto:autopay@brightview.com) or your branch point of contact for more information on how to sign up on Auto Pay.

### Payment Stub

Customer Account#: 26731784  
Invoice #: 9155073  
Invoice Date: 12/1/2024

**Amount Due: \$6,152.00**

*Thank you for allowing us to serve you*

Please reference the invoice # on your check  
and make payable to:

Villages of Westport CDD  
475 W Town Pl Ste 114  
St Augustine FL 32092

BrightView Landscape Services, Inc.  
P.O. Box 740655  
Atlanta, GA 30374-0655

# INVOICE

**Edwards Ornamental Iron, Inc**

1252 W Beaver ST  
 Jacksonville, FL 32204  
 (904) 354-4282  
 info@eoimail.com

**BILL TO:**

Villages of Westport CDD  
 Howard Mcgaffney  
 475 West Town Place  
 St. Augustine, Florida 32092

P.O. Number:

Sales Rep:

Invoice No: 8667

Status: Open

Invoice Date: 11/27/2024

Due Date: 12/27/2024

Total: \$869.00

**SHIP TO:**

Villages of Westport CDD  
 Howard Mcgaffney  
 6702 Sandle Drive  
 Jacksonville, Florida 32219  
 United States

0013205380046000

Description	Quantity	Unit Price	Total
Power supply for infrared sensors were unplugged and I also replaced one pneumatic exit button... Exit button was faulty. Replaced. Tested and working.	2.00	\$185.00	\$370.00
Push to Exit Button, Pneumatic, Stainless Steel Plate, GREEN	1.00	\$499.00	\$499.00

**Notes**

Please Note: If any invoiced amount is not received by the mentioned due date, then those charges may accrue late fee of 1.50% of the outstanding balance every 30 days, or the maximum rate permitted by the law, whichever is lower.

**Subtotal:** \$869.00

**Tax:** \$0.00

**Invoice Amount:** \$869.00

**Previous Payment(s):** \$0.00

**Amount Due (USD) \$869.00**

Thank you for doing business with us!





Florida Community Specialists, LLC  
 162 S. Prairie Lakes Drive  
 St. Augustine, Fl. 32084

Invoice Date 12/1/2024  
 Invoice No: 01-202412  
 Terms 15 Days

Invoice To:  
 Villages of Westport CDD  
 C/O GMS  
 475 W. Town Place Ste. 114  
 St. Augustine, Fl. 32092

Description	Budget - Code	Quantity	Item Amount	Amount
Field Services	Field Services	1	\$ 1,553.83	\$ 1,553.83
Janitorial	Janitorial	1	\$ 627.50	\$ 627.50
Pool Maintenance	Pool Maintenance	1	\$ 1,000.00	\$ 1,000.00
Facility Maintenance	Facility Maintenance Contracted	1	\$ 1,000.00	\$ 1,000.00
Pool Supply Unlimited	Amenity Repair			\$ -
Reimbursement: ADA Chair Lift Replacement Parts		1	\$ 205.59	\$ 205.59
0013205380034000				
0013305720046700				
0013305720046400				
0013305720046001				
0013305720046400				

**Total Payable** \$ 4,386.92 \$ 4,386.92

**Notes:**

CDD Board Approved NTE \$1,500 for Holiday Decorations.  
 HOA Board approved a contribution of \$800, then an additional \$100 (\$900). NTE total = \$2,400

Thank you for choosing Florida Community Specialists (FCS) as your preferred service provider!  
 Howard "Mac" McGaffney - President

---

## Your Order with PoolSupplyUnlimited.com

---

From Pool Supply Unlimited <sales@poolsupplyunlimited.com>

Date Mon 11/25/2024 8:11 AM

To Howard McGaffney <Howard@flcspec.com>



To make sure you continue to receive our e-mails in your inbox (not sent to bulk or junk folders), please add sales@poolsupplyunlimited.com to your address book.

### Order Confirmation

Hello Howard McGaffney,

Thank you again for shopping at Pool Supply Unlimited. We hope you enjoy your new purchase! Your order number is **30334935**. Please see your order confirmation below:

#### Order Summary

Order Date: 11/25/2024  
Order Number: 30334935

Shipping Carrier: Ground

Shipping Address:  
Howard McGaffney  
162 S PRAIRIE LAKES DR  
SAINT AUGUSTINE, FL 32084-9318

#### Items In This Order

Item #	Description	Price	Qty	Total
86618	SR Smith Seat Belt   900-1000	\$81.79	1	\$81.79
169492	SR Smith Splash! Lift Foot Rest with Hardware   Gray   160-2300A	\$83.14	1	\$83.14

---

SubTotal: \$164.93

Loyalty Points Earned: 16,493

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Shipping: \$29.94

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Tax: \$10.72

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Total: **\$205.59**

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**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice**

**Invoice #:** 87  
**Invoice Date:** 12/1/24  
**Due Date:** 12/1/24  
**Case:**  
**P.O. Number:**

**Bill To:**

Villages of Westport CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees -December 2024		3,408.58	3,408.58
Website Administration -December 2024		100.00	100.00
Information Technology -December 2024		150.00	150.00
Dissemination Agent Services - December 2024		250.00	250.00
Record Storage - December 2024		50.00	50.00
Office Supplies		0.45	0.45
Postage		91.67	91.67
Copies		1.35	1.35
0013105130034000			
0013105130049500			
0013105130035100			
0013105130031300			
0013105130049000			
0013105130051000			
0013105130042000			
0013105130042500			

---

<b>Total</b>	<b>\$4,052.05</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$4,052.05</b>

---





KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Villages of Westport CDD  
GMS  
475 West Town Place Suite 114  
St Augustine, FL 32092

# INVOICE

Invoice # 10815  
Date: 11/17/2024  
Due On: 12/17/2024

0013105130031500  
Oct General Counsel

## Villages of Westport CDD - 01 General

Type	Attorney	Date	Notes	Quantity	Rate	Discount	Total
Service	CL	10/01/2024	Review correspondence and photo evidence from A. Sanford concerning possible suspension of amenity facility privileges; Draft suspension letter.	1.10	\$265.00	-	\$291.50
Service	JK	10/01/2024	Confer re: status of Brightview contract, resident amenity information, notices for pool rules/policies, resident database and related information	0.30	\$355.00	-	\$106.50
Service	JK	10/02/2024	Review correspondence on amenity policies/signage and amenity suspension options for same	0.30	\$355.00	-	\$106.50
Service	CL	10/02/2024	Review correspondence from A. Sanford concerning suspension letter; Confer with □. Scarlett re: Brightview landscaping agreement.	0.30	\$265.00	-	\$79.50
Service	CL	10/03/2024	Confer with □. Scarlett concerning Brightview agreement; Confer with T. Harden re: resident suspension.	0.30	\$265.00	-	\$79.50
Service	JK	10/04/2024	Conference call with Board Supervisor re: onsite	0.80	\$355.00	-	\$284.00

			property damage/ maintenance items and review photographs/support for same and start shell letter; review correspondence on HOA use of CDD property and confer re: same				
Service	CL	10/04/2024	Review correspondence from T. Harden concerning resident identity; Review amenity access form associated with resident suspension; Review correspondence and 150 photos from A. Sanford concerning maintenance issues throughout the District.	0.20	\$265.00	-	\$53.00
Service	CL	10/07/2024	Revise landscaping agreement to reflect different effective date; Confer with S. Sweeting.	0.60	\$265.00	-	\$159.00
Service	CL	10/08/2024	Revise suspension letter to 6738 Sandle Dr.; Confer with D. Mossing.	0.30	\$265.00	-	\$79.50
Service	JK	10/08/2024	Review JSO/security multiple correspondence and onsite Vesta deficiencies; review resident suspension	0.40	\$355.00	-	\$142.00
Service	CL	10/09/2024	Review supporting documents from Supervisor Sanford concerning maintenance issues around District; Draft letter to Vesta.	0.40	\$265.00	-	\$106.00
Service	JK	10/10/2024	Review deficiency notice overview and prepare shell outline of same; review contract requirements; review JSO correspondence on ongoing security items	0.30	\$355.00	-	\$106.50
Service	CL	10/10/2024	Draft letter to Vesta concerning maintenance deficiencies; Review all photos forwarded by A. Sanford to document the maintenance concerns;	1.80	\$265.00	-	\$477.00
Service	CL	10/11/2024	Confer with A. Sanford concerning letter to Vesta;	0.90	\$265.00	-	\$238.50

			Confer with D. Mossing concerning maintenance deficiencies.				
Service	JK	10/11/2024	Review RFP response; field call from RFP responder; update deficiency notice and coordinate same	0.60	\$355.00	-	\$213.00
Service	CL	10/14/2024	Review photos from Supervisor Sanford concerning Brightview landscape issues.	0.10	\$265.00	-	\$26.50
Service	JK	10/14/2024	Review brightview/landscape issues and confer with team on same; begin review of audit; confer re: meeting materials; respond to RFP information	0.40	\$355.00	-	\$142.00
Service	JK	10/15/2024	Review draft agenda; review status of contractor deficiency letter and notice for same; review updated correspondence on Brightview landscape and transition/information on same	0.50	\$355.00	-	\$177.50
Service	CL	10/15/2024	Review draft agenda; Review correspondence from Supervisor Sanford; Confer with S. Sweeting concerning proposed agenda items; Review statutory exemptions to Sunshine Law in conjunction with proposed closed session at October board meeting.	1.90	\$265.00	-	\$503.50
Service	CL	10/16/2024	Review draft agenda; Review and analyze House Bill 7007 repealing Florida Statute 281.301; Confer with S. Sweeting concerning agenda items for October board meeting.	0.40	\$265.00	-	\$106.00
Service	JK	10/16/2024	Review resident amenity infractions and prepare shell letter; review Brightview responsive letter to current contract violations and confer with staff on same	0.40	\$355.00	-	\$142.00

Service	CL	10/18/2024	Confer with Supervisor Sanford; Review plat to determine maintenance obligations of pond bank; Review request for proposal responses; Forward responses to Board of Supervisors for review.	2.00	\$265.00	-	\$530.00
Service	CL	10/21/2024	Confer with D. Mossing concerning responses to the Request for Proposals; Draft amenity suspension letter for 6738 Sandle Dr.; Revise draft representation letter to Berger Toombs; Confer with H. McGaffney concerning responses from request for proposals; Review draft audit.	3.20	\$265.00	50.0%	\$424.00
Service	JK	10/21/2024	review audit and provide comments thereto; review audit letter; review RFP response summary; confer re: resident suspension status	0.80	\$355.00	-	\$284.00
Service	JK	10/23/2024	Review additional resident suspension information and update same; confer re: agenda materials and questions on RFP; confer re: audit finalization	0.40	\$355.00	-	\$142.00
Service	CL	10/24/2024	Compare and contrast request for proposal responses for amenity manager; Budget amendment analysis	2.20	\$265.00	-	\$583.00
Service	JK	10/24/2024	Review agenda materials, proposals, minutes, financial statements, amenity suspension information, FIA proposals and follow up with additional suspension letter on same	0.80	\$355.00	-	\$284.00
Service	JK	10/26/2024	Review amenity suspension, Board meeting materials, deficiency letter, RFP correspondence and related information for Board meeting	0.40	\$355.00	-	\$142.00
Service	CL	10/27/2024	Review suspension evidence	0.80	\$265.00	-	\$212.00

			for four residents; Draft suspension outlines for Butler, McCray, □oung, 6738 Sandle Dr.				
Service	JK	10/27/2024	Finalize meeting preparations/review of HOA correspondence and review COI	0.20	\$355.00	-	\$71.00
Service	CL	10/28/2024	Confer with T. Harden concerning pond bank maintenance; prepare for and attend board of supervisor meeting.	6.20	\$265.00	50.0□	\$821.50
Service	JK	10/28/2024	Review suspension outlines, supporting documentation, etc. for Board meeting; review Vesta deficiency response letter and transmit same; confer with staff on meeting preparations/ execution; field call on RFP	1.40	\$355.00	-	\$497.00
Service	RVW	10/28/2024	Confer with staff and attend monthly meeting by zoom.	2.70	\$365.00	-	\$985.50
Expense	RB	10/28/2024	Travel: Mileage CL	52.00	\$0.67	-	\$34.84
Service	CL	10/29/2024	Draft agreement for facility operations with Florida Community Specialists.	1.30	\$265.00	-	\$344.50
Service	JK	10/29/2024	Review meeting recap; confer re: notices for amenity suspension confirmation, work authorizations of master management contract	0.30	\$355.00	-	\$106.50
Service	JK	10/30/2024	Review/revise master field and amenity management agreement, exhibits and scope; update security options for alternatives; review COIs	0.50	\$355.00	-	\$177.50
Service	CL	10/30/2024	Confer with H. McGaffney concerning additional insured provision; Confer with J. Oliver concerning draft agreement with FCS.	0.30	\$265.00	-	\$79.50
Service	JK	10/30/2024	Review/finalize FCS contract and transmit same	0.20	\$355.00	-	\$71.00

Service	CL	10/31/2024	Confer with J. Oliver concerning FCS agreement execution; Review correspondence from A. Sanford concerning status of Vesta payment; Draft letters affirming suspensions for four residents and confer with J. Oliver re: the same.	1.30	\$265.00	-	\$344.50
Service	JK	10/31/2024	Confer re: options for contractual breach and transmittals for same; review COI/funding processes; review four amenity suspension letters and provide comments to same	0.50	\$355.00	-	\$177.50
<b>Line Item Discount Subtotal</b>							<b>-\$1,445.50</b>
<b>Total</b>							<b>\$9,931.34</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10815	12/17/2024	\$9,931.34	\$0.00	\$9,931.34
<b>Outstanding Balance</b>				<b>\$9,931.34</b>
<b>Total Amount Outstanding</b>				<b>\$9,931.34</b>

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



October 27, 2024  
Project No: P0114088.06  
Invoice No: 53522

Villages of Westport CDD  
Attn: District Manager  
12051 Corporate Blvd., Suite 7B  
Orlando, FL 32817

Project P0114088.06 Villages of Westport CDD  
**Professional Services from September 01, 2024 to September 30, 2024**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Sr. Construction Inspector	1.00	125.00	125.00	
Totals	1.00		125.00	
<b>Total Labor</b>				<b>125.00</b>
		<b>Total this Invoice</b>		<b>\$125.00</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
53180	9/10/2024	411.23
<b>Total</b>		<b>411.23</b>

0013105130031100  
Professional Srvcs sep24

**BEACHES ELECTRICAL SERVICE INC.**  
 214 Cokesbury Ct.  
 Green Cove Springs, FL 32043  
 US  
 +19046293182  
 beacheselectricalserviceinc@gmail.com  
 https://beacheselectricalserviceinc.com

# Invoice



LIC# EC13009644



DN# 216093 DN# 1002-0011137120

BILL TO
Villages of Westport CDD 475 West Town Place, STE 114 St Augustine, FL 32092 FL

SHIP TO
Villages of Westport CDD 475 West Town Place, STE 114 St Augustine, FL 32092 FL

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14200	12/05/2024	\$900.00	01/08/2025	Due upon completion	

**SALES REP**  
Nelson

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>16 Electrical &amp; Lighting</b>	Provide and install 20 amp outlet on eve of amenity center building	1	900.00	900.00

Payment is due upon completion.

BALANCE DUE

**\$900.00**

Total includes materials, labor and tax.  
1 year warranty



**0013205380046000**

VISIT OUR WEBSITE  
<https://beacheselectricalserviceinc.com>

(904) 629-3182 MAIN  
 (904) 406-0603 FAX



**BEACHES ELECTRICAL SERVICE INC.**  
 214 Cokesbury Ct.  
 Green Cove Springs, FL 32043  
 US  
 +19046293182  
 beacheselectricalserviceinc@gmail.com  
 https://beacheselectricalserviceinc.com

# Invoice



LIC# EC13009644



DN# 216093 DN# 1002-0011137120

BILL TO
Villages of Westport CDD 475 West Town Place, STE 114 St Augustine, FL 32092 FL

SHIP TO
Villages of Westport CDD 475 West Town Place, STE 114 St Augustine, FL 32092 FL

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14201	12/05/2024	\$825.00	01/06/2025	Due upon completion	

**SALES REP**  
Nelson

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>16 Electrical &amp; Lighting</b>	Replace gfci and in-use weatherproof cover	5	165.00	825.00

Payment is due upon completion.

BALANCE DUE

**\$825.00**

Total includes materials, labor and tax.  
1 year warranty



**0013205380046000**

VISIT OUR WEBSITE  
<https://beacheselectricalserviceinc.com>

(904) 629-3182 MAIN  
 (904) 406-0603 FAX



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120  
FAX: 772/468-9278

*VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT  
3501 QUADRANGLE BLVD  
SUITE 270  
ORLANDO, FL 32817*

Invoice No. 369547  
Date 11/11/2024  
Client No. 40208

Services rendered in connection with the audit of the Basic Financial Statements  
as of and for the year ended September 30, 2023.

Total Invoice Amount \$ 4,625.00

0013105130032200  
Fy 9/30/23 Audit



You can pay online at: <https://treasurecoastcpas.com> or

### Scan to Pay

Berger, Toombs, Elam, Gaines, Frank,  
McGuire & Gonano CPAs PL

### Invoice Payment



POWERED BY  
CPACHARGE

We accept major credit cards.  
A 3% fee will be applied.

Please enter client number on your check.

Finance charges are calculated on balances over 30 days old at an annual percentage rate of 18%.



# INVOICE

**Sold To:** 26731784  
 Villages of Westport CDD  
 475 W Town Pl Ste 114  
 St Augustine FL 32092

**Customer #:** 26731784  
**Invoice #:** 9179107  
**Invoice Date:** 12/16/2024  
**Sales Order:** 8551621  
**Cust PO #:**

**Project Name:** Palm Tree Trimming at Amenity Center  
**Project Description:** Palm Tree Trimming at Amenity Center

Job Number	Description	Qty	UM	Unit Price	Amount
346100627	Villages of Westport CDD Trim 23 Sabals around AmenityCenter Area, Haul Away Debris	23.000	EA	55.00	1,265.00
	0013205380046200				
				<b>Total Invoice Amount</b>	<b>1,265.00</b>
				<b>Taxable Amount</b>	
				<b>Tax Amount</b>	
				<b>Balance Due</b>	<b>1,265.00</b>

**Terms: Net 15 Days**

If you have any questions regarding this invoice, please call 904 292-0716

*Please detach stub and remit with your payment*

## Payment Stub

Customer Account #: 26731784  
 Invoice #: 9179107  
 Invoice Date: 12/16/2024

**Amount Due: \$ 1,265.00**

*Thank you for allowing us to serve you*

Please reference the invoice # on your check and make payable to

Villages of Westport CDD  
 475 W Town Pl Ste 114  
 St Augustine FL 32092

BrightView Landscape Services, Inc.  
 P.O. Box 740655  
 Atlanta, GA 30374-0655

## Proposal for Extra Work at Villages of Westport CDD

Property Name	Villages of Westport CDD	Contact	Howard McGaffney
Property Address	6702 Sandle Drive Jacksonville, FL 32219	To	Villages of Westport CDD
		Billing Address	475 W Town Pl Ste 114 St Augustine, FL 32092
Project Name	Palm Tree Trimming at Amenity Center		
Project Description	Palm Tree Trimming at Amenity Center		

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
23.00	EACH	Trim 23 Sabals around Amenity Center Area. Haul Away Debris	\$55.00	\$1,265.00

For internal use only

SO# 8551621  
JOB# 346100627  
Service Line 300

**Total Price \$1,265.00**

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
11530 Davis Creek Court Jacksonville, FL 32256 ph (904) 292-0716 fax (904) 292-1014

## Robin Brown-cilliers

---

**From:** Howard McGaffney <Howard@flcspec.com>  
**Sent:** Wednesday, December 11, 2024 1:38 PM  
**To:** Robin Brown-cilliers  
**Subject:** Re: BrightView Landscape Services, Inc. - SO# 8551621 Palm Tree Trimming at Amenity Center

---

### EXTERNAL E-MAIL

---

Approved thank you!

Howard "Mac" McGaffney  
President  
Florida Community Specialists (FCS)  
(904) 386-0186

---

**From:** Robin Brown-cilliers <Robin.Browncilliers@brightview.com>  
**Sent:** Wednesday, December 11, 2024 12:31:29 PM  
**To:** Howard McGaffney <Howard@flcspec.com>  
**Subject:** RE: BrightView Landscape Services, Inc. - SO# 8551621 Palm Tree Trimming at Amenity Center

I just noticed that in proposal itself, on line item it says 25 Sabals, but quantity to left is correct at 23. Sorry about that. It is 23.

Robin

**Robin Brown-Cilliers**  
Account Manager  
Cell: 904-616-9213



**From:** Robin Brown-cilliers  
**Sent:** Wednesday, December 11, 2024 12:29 PM  
**To:** howard@flcspec.com  
**Subject:** FW: BrightView Landscape Services, Inc. - SO# 8551621 Palm Tree Trimming at Amenity Center

Hey Mac,

I know you included your approval into a separate email, but if you reply to this email with your approval, that has the attachment and description below, that would be great. Thank you for meeting today with myself, Chipper and Rodney.

We'll get all items taken care of.

Robin

**Robin Brown-Cilliers**  
Account Manager  
Cell: 904-616-9213



**From:** Robin Brown-cilliers  
**Sent:** Monday, November 18, 2024 8:28 AM  
**To:** [howard@flcspec.com](mailto:howard@flcspec.com)  
**Cc:** Chipper Brennan <[Chipper.Brennan@BrightView.com](mailto:Chipper.Brennan@BrightView.com)>  
**Subject:** BrightView Landscape Services, Inc. - SO# 8551621 Palm Tree Trimming at Amenity Center

Dear Mac:

Good morning. Attached is the revised proposal for the palm tree trimming. We hope the recommendations outlined in our attached proposal meet your expectations. Below is a quick summary:

11/6/2024 8:00:00 AM | SO# 8551621  
Name - Palm Tree Trimming at Amenity Center  
Description -Palm Tree Trimming at Amenity Center  
Scope of Work-  
Sub-Total Price - \$1265.00  
Tax - \$0.00  
Total Price - \$1265.00

If you would like us to proceed with the attached proposal, please respond to this e-mail with the word 'Approved'. We appreciate your business and look forward to enhancing the beauty and value of your property.

You can now see this, and all historical proposals, on the new BrightView Connect customer portal. Visit <https://connect.brightview.com/> for more information.

Thank you,

**Robin Brown-Cilliers**  
Account Manager  
Cell: 904-616-9213





#### **LATE PAYMENT FEE INFORMATION**

In the event that full payment is past due, a late payment fee will be added to the unpaid late balance. The late payment fee is equal to 1.5% per month (18% annual rate) of the unpaid late balance, or such lesser amount as may be the maximum amount permitted by law. This late payment fee will appear on the monthly statement. A minimum late charge of \$1.00 may be imposed.

#### **FUEL/TRANSPORTATION SURCHARGE**

Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to your invoice for any increase in the cost of fuel as measured above 2018 (as measured by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.





KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Villages of Westport CDD  
GMS  
475 West Town Place Suite 114  
St Augustine, FL 32092

0013105130031500  
Nov General Counsel

## INVOICE

Invoice # 10980  
Date: 12/10/2024  
Due On: 01/09/2025

### Villages of Westport CDD - 01 General

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	CL	11/01/2024	Review correspondence from A. Sanford re: Nov. 1 security alarm at amenity center.	0.10	\$265.00	\$26.50
Service	CL	11/04/2024	Confer with H. McGaffney concerning SOLitude addendum; Draft deficiency letter to Vesta and confer with D. Mossing re: the same.	1.30	\$265.00	\$344.50
Service	JK	11/04/2024	Review correspondence on Vesta transition and Vector security and confer re: same; update letter regarding demands; review deficiencies list; review FCS/GMS coordination letters	0.70	\$355.00	\$248.50
Service	CL	11/05/2024	Confer with D. Cottrell; Review 2017 agreement for lake maintenance; revise addendum for lake maintenance services.	1.00	\$265.00	\$265.00
Service	CL	11/06/2024	Confer with S. Sweeting re: execution of SOLitude addendum and human trafficking affidavit; Review plat to determine ownership of pond banks per email from A. Sanford.	0.90	\$265.00	\$238.50
Service	JK	11/06/2024	Review multiple correspondence on pool cleaning/chemical status; review lake planting correspondence and confer with staff on same	0.30	\$355.00	\$106.50
Service	CL	11/07/2024	Review correspondence from H. McGaffney re: pool chemicals.	0.20	\$265.00	\$53.00

Service	JK	11/07/2024	Review further communication between district manager and on site manager; review Vesta response and confer with staff on same	0.40	\$355.00	\$142.00
Service	CL	11/08/2024	Review supporting evidence for 6737 suspension; Revise suspension letter for 6737 Sandle Dr.; Review supporting evidence for 12300 Crossfield Dr. suspension; Revise suspension letter for 12300 Crossfield Dr.; Confer with A. Sanford concerning suspension clarification.	1.20	\$265.00	\$318.00
Service	JK	11/08/2024	Review plat for SWM ownership and maintenance responsibility; review Vesta deficiency strategy/letter for same; review historical information for LGI plats/deeds; review resident suspension letters; review onsite management report; review contracts for maintenance responsibilities; update/finalize multiple suspension letters	1.40	\$355.00	\$497.00
Service	CL	11/12/2024	Confer with H. McGaffney re: spending limits as applied to field operations and maintenance items for storm water facilities.	0.40	\$265.00	\$106.00
Service	CL	11/14/2024	Analyze alleged deficiencies by Vesta in support of litigation analysis.	1.20	\$265.00	\$318.00
Service	CL	11/15/2024	Confer with N. Brockmeier concerning stormwater facilities in Phase 1.	0.30	\$265.00	\$79.50
Service	JK	11/15/2024	Review financials correspondence; review suspensions and confer with staff on same; follow up on poolsure; review health department findings; confer with engineer on permittee and pond ownership considerations	0.80	\$355.00	\$284.00
Service	CL	11/18/2024	Confer with H. McGaffney re: suspension; Review proposal for Poolsure; Draft agreement for pool chemicals with Poolsure; Review correspondence from A. Sanford concerning improper rental privilege access for 6738 Sandle Drive.	1.30	\$265.00	\$344.50
Service	JK	11/18/2024	Review/edit poolsure agreement; confer with Vesta on outstanding invoice; follow up with GMS on same; review correspondence on amenity suspensions; follow up on contract release; confer with engineer on WMD permits and transfer to operation; follow	1.50	\$355.00	\$532.50

up on property ownership						
Service	CL	11/19/2024	Draft suspension letter for 6794 Langford St; Review duties and responsibilities outlined in the master agreement and three amendments; Analyze alleged deficiencies against the agreement terms; Examine requirements of the Prompt Payment Act to develop an appropriate response.	2.90	\$265.00	\$768.50
Service	JK	11/19/2024	Field Vesta payment inquiry; review poolsure final contract documents; confer with Mossing re: payment processes; review suspension lette	0.50	\$355.00	\$177.50
Service	CL	11/20/2024	Confer with D. Mossing re: suspension letter for 6794 Langford Street; Confer with D. Mossing re: field management agreement and stormwater facilities.	0.80	\$265.00	\$212.00
Service	JK	11/20/2024	Call with district manager re: Vesta release, stormwater permits, ownership maps, legal strategy and related matters	0.70	\$355.00	\$248.50
Service	AH	11/26/2024	Review election results; prepare letter on CDD status/information; prepare notebook on applicable law/background.	0.20	\$175.00	\$35.00
					<b>Total</b>	<b>\$5,345.50</b>

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
10980	01/09/2025	\$5,345.50	\$0.00	\$5,345.50	
				<b>Outstanding Balance</b>	<b>\$5,345.50</b>
				<b>Total Amount Outstanding</b>	<b>\$5,345.50</b>

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



**INVOICE**

Page: 1

**Please Remit Payment to:**

Solitude Lake Management, LLC  
 1320 Brookwood Drive  
 Suite H  
 Little Rock, AR 72202  
 Phone #: (888) 480-5253  
 Fax #: (888) 358-0088

0013205380046800  
 Nov Lake Maintenance

Invoice Number: PSI122812  
 Invoice Date: 11/1/2024

Bill  
 To: Villages of Westport CDD  
 GMS  
 475 West Town Place, Suite 114  
 Saint Augustin, FL 32092

Ship  
 To: Villages of Westport CDD  
 GMS  
 475 West Town Place, Suite 114  
 St Augustine, FL 32092

Ship Via  
 Ship Date 11/1/2024  
 Due Date 12/1/2024  
 Terms Net 30

Customer ID 8794  
 P.O. Number  
 P.O. Date 11/1/2024  
 Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance November Billing 11/1/2024 - 11/30/2024 Villages/Westport-Cdd-Lake-ALL		1	1	1,186.80	1,186.80

Amount Subject to Sales Tax 0.00  
 Amount Exempt from Sales Tax 1,186.80

**Subtotal:** 1,186.80  
 Invoice Discount: 0.00  
 Total Sales Tax: 0.00  
 Payment Amount: 0.00  
**Total:** 1,186.80



**INVOICE**

Page: 1

**Please Remit Payment to:**

Solitude Lake Management, LLC  
 1320 Brookwood Drive  
 Suite H  
 Little Rock, AR 72202  
 Phone #: (888) 480-5253  
 Fax #: (888) 358-0088

Invoice Number: PSI129524  
 Invoice Date: 12/1/2024

Bill  
 To: Villages of Westport CDD  
 GMS  
 475 West Town Place, Suite 114  
 Saint Augustin, FL 32092

Ship  
 To: Villages of Westport CDD  
 GMS  
 475 West Town Place, Suite 114  
 St Augustine, FL 32092

Ship Via  
 Ship Date 12/1/2024  
 Due Date 12/31/2024  
 Terms Net 30

Customer ID 8794  
 P.O. Number  
 P.O. Date 12/1/2024  
 Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	1,481.80	1,481.80
December Billing					
12/1/2024 - 12/31/2024					
Villages/Westport-Cdd-Lake-ALL					
Villages of Westport Pond 1					
Villages of Westport Pond 2					
Villages of Westport Pond 3					
Villages of Westport Pond 4					
Villages of Westport Pond 5					
Villages of Westport Pond 6	0013205380046800				
Villages of Westport Pond 7	DEC Lake Maintenance				
Villages of Westport Pond 8					
Villages of Westport Pond 9					
Villages of Westport Pond 10					
Villages of Westport Pond 11					
Villages of Westport Pond 12					

Amount Subject to Sales Tax 0.00  
 Amount Exempt from Sales Tax 1,481.80

**Subtotal: 1,481.80**  
 Invoice Discount: 0.00  
 Total Sales Tax: 0.00  
 Payment Amount: 0.00  
**Total: 1,481.80**

Account Information

Invoice Number: 75172153
Invoice Date: 12/11/2024
Branch: 72
Account Number: 6433445
Due Date: 01/10/2025

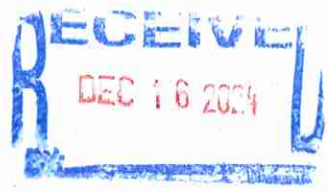


9456 Philips Highway, Suite 1
Jacksonville, FL 32256

Account Activity

Table with columns: Description, Qty, Unit Amt, Extended Amt, Tax Amt, Total Amt. Rows include VILLAGES OF WESTPOR 6702 SANDLE DR 32219 MONITORING and RECURRING SERVICES.

0013305720034500
Dec Security



Summary table with columns: Extended Total (\$560.00), Tax Total (\$0.00), Invoice Total (\$560.00), Prior Balance (\$0.00), Total Due (\$560.00).

Important Messages

Sales scams are on the rise. Learn how to protect yourself.

www.vectorsecurity.com/sales-scam

For all inquiries call your local branch phone number: 1-904-265-7890

Please detach and return below portion with your payment
DO NOT SEND CORRESPONDENCE WITH YOUR PAYMENT

5L6HW9KG



9456 Philips Highway, Suite 1
Jacksonville, FL 32256

Address Service Requested

7868000915 PRESORT PBPS003 <B>
Barcode

VILLAGES OF WESTPORT CDD
ALISON MOSSING
475 W. TOWN PLACE STE 114
SAINT AUGUSTINE FL 32092-3649

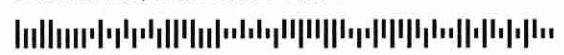
Invoice

Customer Name: VILLAGES OF WESTPORT CDD
Invoice Number: 75172153
Invoice Date: 12/11/2024
Account Number: 6433445
Due Date: 01/10/2025
Amount Due: \$560.00

Amount Enclosed: \$

Please write your account number on your check. Thank you in advance for your prompt payment. Use the enclosed envelope and make checks payable to:

VECTOR SECURITY, INC.
PO BOX 89462
CLEVELAND, OHIO 44101-6462



Check box and fill out reverse side to correct billing address.

00000000720000000643344510075172153000000000560003

**Bob's Backflow & Plumbing Services**

4640 Subchaser Ct., Ste 113

Jacksonville, FL 32244

**Invoice**

18440

**Invoice Date****12/26/2024**

<b>Bill To</b>
VILLAGES OF WESTPORT CDD c/o Vesta Property Services 200 Business Park Cir, Ste 101 St. Augustine, FL 32095

Job Location
VILLAGES OF WESTPORT CDD 6714 Sandle Dr. Jacksonville, FL 32219

**Bob's Backflow & Plumbing Services**  
**4640 Subchaser Ct., Ste 113**  
**Jacksonville, FL 32244**

Phone # (904) 268-8009

Fax # (904) 292-4403

P.O. Number	Terms	Due Date
	Net 30	1/25/2025

Serviced	Description	Quantity	Price Each	Amount
12/24/2024	1" Wilkins 975XL S#:3573320 - Potable 6714 Sandle Dr.			
	Labor to replace #1 & #2 check rubber, RV rubber kit, clean, flush, test, and certify	1.5	90.00	135.00
	Wilkins RK34-950XLR 950/975 Double Check Kit .75'-1'	1	64.00	64.00
	Wilkins RK34-975RV 975 Relief Valve Kit 3/4'-1'	1	52.00	52.00
	Backflow Test: Backflow Test/ Certified and submitted to proper Water Utility Provider - PASSED	1	0.00	0.00
	0013205380046000 Backflow test Dec24			

**Total** \$251.00**Payments/Credits** \$0.00**Balance Due** \$251.00

**Thank you for your business. We appreciate your prompt payment.**  
*Please make checks payable to Bob's Backflow and include your invoice number.*



# BACKFLOW ASSEMBLY TEST REPORT

Name of premises (company, person) VILLAGES OF WESTPORT CDD	Owner or agent's name
Service Address: 6714 Sandle Dr Jacksonville, FL 32219	Mailing address c/o 475 West Town Place Suite 114 St Augustine, FL 32092
Physical location of device RS of entr to amenity ctr on Sandle Dr	Contact phone number
JEA account number 8245040569	Meter number 77680745 Scan number

Commercial test purpose	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Repair	<input type="checkbox"/> Replacement	<input type="checkbox"/> New Installation
Commercial service type	<input type="checkbox"/> Fire	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Process / Isolation	<input checked="" type="checkbox"/> Potable
	<input type="checkbox"/> Fire Bypass	Reclaimed water is supplied <input type="checkbox"/>		
Residential test purpose	<input type="checkbox"/> Annual	<input type="checkbox"/> Repair	<input type="checkbox"/> Replacement	<input type="checkbox"/> New Installation
Residential service type	<input type="checkbox"/> Potable	<input type="checkbox"/> Irrigation	Reclaimed water is supplied <input type="checkbox"/>	

DeviceType: RPZ	Manufacturer: Wilkins	Size: 1"	Model: 975XL	Serial Number: 3573320	Install Date:
--------------------	--------------------------	-------------	-----------------	---------------------------	---------------

INITIAL TEST	Check valve #1 <input type="checkbox"/> Closed tight at <u>2.2</u> psi <input checked="" type="checkbox"/> Leaked	Check valve #2 <input type="checkbox"/> Closed tight at <u>2.2</u> psi <input checked="" type="checkbox"/> Leaked	Differential pressure relief valve <input type="checkbox"/> Opened at <u>2.2</u> lbs reduced pressure <input checked="" type="checkbox"/> Did not open	Pressure vacuum breaker <input type="checkbox"/> Air inlet opened at _____ psi <input type="checkbox"/> Did not open
FINAL TEST	<input checked="" type="checkbox"/> Closed tight at <u>8.0</u> psi	<input checked="" type="checkbox"/> Closed tight at <u>2.4</u> psi	<input checked="" type="checkbox"/> Opened at <u>2.8</u> lbs reduced pressure	<input type="checkbox"/> Satisfactory

Remarks: Installed full rebuild kit. 12/24 SR

Initial test performed by Shane Raulerson	Company affiliation Bob's Backflow & Plumbing Services, Inc.	BFDT certificate number J09-22-13558	Test date 11-01-24
Repaired by	Company affiliation	BFDT certificate number	Repair date 12-24-24
Final test performed by Shane Raulerson	Company affiliation Bob's Backflow & Plumbing Services, Inc.	BFDT certificate number J09-22-13558	Test date 12-24-24

**PASS / FAIL CERTIFICATION**

I hereby certify the assembly described above  passed /  failed and supportive data is accurate.

Signature Shane Raulerson Date 12-24-24



# INVOICE

**C Buss Enterprises**  
152 Lipizzan Trail  
Saint Augustine, FL 32095

clayton@cbussenterprises.com  
+1 (904) 710-8161  
<https://www.cbussenterprises.com>



**Bill to**  
Villages of Westport  
6702 Sandle Dr  
Jacksonville, FL 32219

**Ship to**  
Villages of Westport  
6702 Sandle Dr  
Jacksonville, FL 32219

## Invoice details

Invoice no.: 2868                      0013305720046400  
Terms: Due on receipt  
Invoice date: 12/26/2024  
Due date: 01/01/2025

#	Product or service	Description	Qty	Rate	Amount
1.	<b>POOL REPAIR</b>	REPLACE BROKEN DEPTH MARKER NON SKID TILE	1	\$75.00	\$75.00
2.	<b>POOL REPAIR</b>	PATCH 4 (FOUR) BARE SPOTS ON THE BOTTOM OF THE POOL *THIS REPAIR HAS NO WARRANTY*	1	\$475.00	\$475.00

**Total** **\$550.00**

THANK YOU FOR YOUR BUSINESS! PLEASE MAKE CHECKS  
PAYABLE TO C BUSS ENTERPRISES AND MAIL TO 152 LIPIZZAN  
TRAIL, ST. AUGUSTINE, FL 32095

## Note to customer

THIS REPAIR IS COMPLETE.

# I N V O I C E

Conserva Irrigation of NEFL  
 51 Hudson Way  
 Ste 6  
 Ponte Vedra , FL 32081  
 (904) 862-2211



<https://www.conservairrigation.com/northeast-florida/>

**Billing Address**

Villages of Westport CDD  
 475 W. Town Place  
 Ste 114  
 St. Augustine, FL 32092  
 (904) 386-0186

**Service Address**

Howard McGaffney  
 6702 Sandle Dr  
 Jacksonville, FL 32219  
 (904) 386-0186

0013205380046500

Invoice #	1153411579
Date	December 18, 2024
Proposal	December 04, 2024
Service Date	December 12, 2024
Balance Due	\$2,495.00

Item	Description	Quantity	Unit Price	Amount
Service Call	Service Call	1	135.00	\$135.00
Cap head	Cap head	44	30.00	\$1,320.00
Move/Add a 5" Rotor up to 10 ft. and Replace	Move/Add a 5" Rotor up to 10 ft. and Replace	3	120.00	\$360.00
First Technician Labor	First Technician Labor	4	95.00	\$380.00

2nd Technician Labor	2nd Technician Labor	4	75.00	\$300.00
			Subtotal	\$2,495.00
			Tax	\$0.00
			Total	\$2,495.00
			Amount Paid	\$0.00
			Balance Due	\$2,495.00

**T E R M S**

**Conserva Irrigation is a proud supporter of charity: water. Help us make clean water available to all by donating today.**



Due on receipt. 3% late fee will be applied on all invoices over 30 days past due.

**O P E N I N V O I C E S**

You have an additional 1 open invoice(s). You may use the list below to find and pay outstanding balances.

[View Statement](#)

Invoice	Date	Service	Balance Due
<a href="#">I153411578</a>	12/18/2024	Drainage Installation	\$3,356.50

**A P P O I N T M E N T S C H E D U L E**

<b>Date</b>	<b>Service</b>	<b>Status</b>
Thursday, December 12	Service Call	Completed

# I N V O I C E

Conserva Irrigation of NEFL  
 51 Hudson Way  
 Ste 6  
 Ponte Vedra , FL 32081  
 (904) 862-2211



<https://www.conservairrigation.com/northeast-florida/>

**Billing Address**

Villages of Westport CDD  
 475 W. Town Place  
 Ste 114  
 St. Augustine, FL 32092  
 (904) 386-0186

**Service Address**

Howard McGaffney  
 6702 Sandle Dr  
 Jacksonville, FL 32219  
 (904) 386-0186

0013205380046500

Invoice #	1153411578
Date	December 18, 2024
Proposal	December 04, 2024
Service Date	December 12, 2024
Balance Due	\$3,356.50

Item	Description	Quantity	Unit Price	Amount
Drainage Installation	Drainage Installation	1	0.00	\$0.00
4 inch Corrugated drain pipe (per foot) Installed	4 inch Corrugated drain pipe (per foot) labor and materials	100	30.00	\$3,000.00
4 inch corrugated wye	4 inch corrugated wye	1	69.50	\$69.50

Flat Rate-Drainage Downspout Adapter-White	Install a Downspout Drainage Offset Adapter-3x4x4-White #9P13	2 lump sum	33.50	\$67.00
12" x 12" Catch Basin	12" x 12" Catch Basin	1	120.00	\$120.00
Boring Under Sidewalk	Boring Under Sidewalk	1	100.00	\$100.00
			Subtotal	\$3,356.50
			Tax	\$0.00
			Total	\$3,356.50
			Amount Paid	\$0.00
			Balance Due	\$3,356.50

**T E R M S**

**Conserva Irrigation is a proud supporter of charity: water. Help us make clean water available to all by donating today.**



Due on receipt. 3% late fee will be applied on all invoices over 30 days past due.

**O P E N I N V O I C E S**

You have an additional 1 open invoice(s). You may use the list below to find and pay outstanding balances.

[View Statement](#)

Invoice	Date	Service	Balance Due
<a href="#">1153411579</a>	12/18/2024	Service Call	\$2,495.00

**A P P O I N T M E N T S C H E D U L E**

---

Date	Service	Status
<a href="#">Thursday, December 12</a>	Drainage Installation	Completed

[Back](#)

1. Print this invoice.
2. Attach your check.
3. Mail to:

**DoorKing Inc.**  
IM Server Payments  
120 S. Glasgow Avenue  
Inglewood, CA 90301  
**(800) 826-7493**

## DKS IM/VoIP Subscription

# INVOICE

INVOICE #
<b>2400738</b>
INVOICE DATE
<b>December 21, 2024</b>

SUBSCRIBER
Alison Mossing Villages of Westport CDD 475 West Town Place, Suite 114 World Golf Village St. Augustine, Florida 32092

User ID:	<b>WestportCDD</b>
Period Starts:	December 20, 2024
Period Ends:	December 19, 2025

---

Previous Balance:	\$0.00	<b>Note: All \$ amounts are in US Dollars.</b>
Payment Received:	\$0.00	
New Charges:	\$98.45	
<b>Total Amount Due:</b>	<b>\$98.45 USD</b>	<b>Due upon receipt</b>

---

### VoIP and Data over IP Systems

From	To	Name	Phone	MC	Type	Amount
12/20/2024	12/19/2025	Westport CDD	010 000 1448	9999	Data over IP	\$98.45

Summary	Total Amount Due
This amount is due upon receipt	\$98.45 USD

0013305720034600  
Annual Subscription



# *Villages of Westport*

## *Community Development District*

---

475 West Town Place Suite 114 • St. Augustine, FL 32092  
(904) 940-5850 (*office*) • (904) 940-5899 (*fax*)

December 27, 2024

Prime Operations  
State Board of Administration  
1801 Hermitage Blvd, Suite 100  
Tallahassee, FL 32308

RE: Villages of Westport CDD Deposit

Please see enclosed check #2050 \$254,599.00 for deposit into account #321820.

Sincerely,

Alison Mossing

District Accountant  
[amosing@gmstnn.com](mailto:amosing@gmstnn.com)  
865-603-7493

# Hello Villages West Port,

Thanks for choosing Comcast Business.

## Your bill at a glance

For 6713 SANDLE DR UNIT HMOFC, JACKSONVILLE, FL,  
32219-1871

Previous balance		\$131.62
EFT Payment - thank you	Oct 29	-\$131.62
<b>Balance forward</b>		<b>\$0.00</b>
Regular monthly charges	Page 3	\$129.90
Taxes, fees and other charges	Page 3	\$1.72
<b>New charges</b>		<b>\$131.62</b>

**Amount due \$131.62**

### ! Thanks for paying by Automatic Payment

Your automatic payment on Nov 28, 2024, will include your amount due, plus or minus any payment related activities or adjustments, and less any credits issued before your bill due date.

### Need help?

Visit [business.comcast.com/help](https://business.comcast.com/help) or see page 2 for other ways to contact us.

## Your bill explained

- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

COMCAST  
BUSINESS

1100 NORTHPOINT PKWY W PALM  
BCH FL 33407-1937

VILLAGES WEST PORT  
ATTN BEVERLY RANCHUREJEE  
475 WEST TOWN PLACE, SUITE 114  
SAINT AUGUSTINE, FL 32092

Account number **8495 74 120 2518167**

Automatic payment **Nov 28, 2024**

**Please pay \$131.62**

**Electronic payment will be applied Nov 28, 2024**

COMCAST  
PO BOX 71211  
CHARLOTTE NC 28272-1211

849574120251816700131623

## Download the Comcast Business App

Business is always moving. Our app was built for this. Manage your account anytime, anywhere with the Comcast Business App – the easy way to manage your services on the go.

- Manage your account details
- Pay your bill and customize billing options
- View upcoming appointments

Scan the QR Code with your phone or mobile device to get started.



## Faster speeds. More solutions. Bigger savings.

Comcast Business now offers **NEW** packages with faster speeds and innovative Voice and security solutions – at a better value.

**Call today for a FREE account review at 877-564-0318.**

## Need help? We're here for you



### Visit us online

Get help and support at [business.comcast.com/help](https://business.comcast.com/help)



### Call us anytime

800-391-3000  
Open 24 hours, 7 days a week for billing and technical support

## Useful information

### Moving?

We can help ensure it's a smooth transition. Visit [business.comcast.com/learn/moving](https://business.comcast.com/learn/moving) to learn more.

### Accessibility:

If you are hearing impaired, call 711. For issues affecting customers with disabilities, call **1-855-270-0379**, chat live at [support.xfinity.com/accessibility](https://support.xfinity.com/accessibility), email [accessibility@comcast.com](mailto:accessibility@comcast.com), fax **1-866-599-4268** or write to Comcast at 1701 JFK Blvd., Philadelphia, PA 19103-2838 Attn: M. Gifford.

## Ways to pay



### No more mailing monthly checks

Set up Auto Pay to save time, energy and stamps. It's easy to enroll, just visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount)



### Go paperless and say goodbye to clutter

Sign up for Paperless Billing to view and pay your bill online. It's faster, easier and helps cut down on clutter. Visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount) to get started.

## Additional billing information

### More ways to pay:



#### Online

Visit My Account at [business.comcast.com/myaccount](https://business.comcast.com/myaccount)



#### Comcast Business App

Download the Comcast Business App



#### In-Store

Visit [business.comcast.com/servicecenter](https://business.comcast.com/servicecenter) to find a store near you

**Regular monthly charges** **\$129.90**

**Comcast Business** **\$106.95**

Deluxe 25 Business Internet. \$106.95

**Equipment & services** **\$22.95**

Equipment Fee Internet. \$22.95

**Taxes, fees and other charges** **\$1.72**

**Taxes & government fees** **\$1.72**

Sales Tax \$1.72

What's included?



**Internet:** Fast, reliable internet on our Gig-speed network

Visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount) for more details

# There's a smarter way to save with Comcast Business Mobile.



When you get Comcast Business Internet and Unlimited data from Comcast Business Mobile, you pay just \$30 per line per month when you get two lines. The more lines you add, the more you save.

However you structure your plan, you'll find that Comcast Business Mobile is built for how you do business, giving even more value to Comcast Business Internet customers like you.

- **Save up to 70% a year on your wireless bill**
- Bring your own device or choose from the best phones and tablets
- Mix and match data options with no annual contract for service

Call us today at 844-833-0483 or visit [comcastbusiness.com/mobile](https://comcastbusiness.com/mobile) to see if you can save up to 70% a year on your wireless bill with Comcast Business Mobile.

*Savings comparison to weighted average of top 3 carriers based on optimized pricing. Taxes and fees extra. Comcast Business Internet required. After monthly data threshold included with your data option, speeds reduced. Data thresholds and actual savings vary.*



Call 844-833-0483  
Click [comcastbusiness.com/mobile](https://comcastbusiness.com/mobile)  
or visit your local Xfinity store today!

COMCAST  
BUSINESS

Restrictions apply. Not available in all areas. Comcast Business Internet required for Comcast Business Mobile. Up to 20 lines. Equip., intl. and roaming charges, taxes, and fees, including regulatory recovery fees, and other charges extra, and subject to change. \$10 line set up fee applies per each new line added. \$25/line/mo. charge applies if one of the following post-pay services is not maintained: Comcast Business TV, Internet, or Voice. Pricing subject to change. In times of congestion, your data may be temporarily slower than other traffic. After monthly data threshold included with your data option, speeds reduced to a maximum of 1.5 Mbps download/750 Kbps upload for Unlimited Intro and By the Gig, and 5 Mbps download/2 Mbps upload for Unlimited Premium. Actual speeds vary. A minimum \$20.00 charge applies per month, per account for By the Gig lines, regardless of data usage. Charges apply to each GB or partial GB of shared data. No rollover data. For Comcast Business Mobile Disclosures visit: <http://www.business.comcast.com/mobile/policies/broadband-disclosures>. Bring your own phone limited to select eligible phones and requires activation of new Comcast Business Mobile line. Call for restrictions and complete details. © 2024 Comcast. B6743A-ADP-CBM-BAU-0483

PA0243







**ELECTRIC SERVICE**

Billing Rate: General Service  
 Service Address: 12060 BRADDOCK RD  
 Service Period: 11/26/24 - 12/30/24 Reading Date: 12/30/24  
 Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24072186	34	40696	Regular	1	549 KWH

Basic Monthly Charge	5	21.00
Energy Charge (\$0.06276 per kWh)		34.46
Tax Exempt Fuel Cost (\$0.02601 per kWh)		14.28
Taxable Fuel Cost (\$0.00511 per kWh)		2.81
City of Jacksonville Franchise Fee		2.18
Gross Receipts Tax		1.92

**Total Current Electric Charges \$ 76.65**

**IRRIGATION SERVICE**

Billing Rate: Commercial Irrigation Service  
 Service Address: 12060 BRADDOCK RD  
 Service Period: 11/29/24 - 01/02/25 Reading Date: 01/02/25  
 Service Point: Irrigation 1 - Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
8193073	34	3280	Regular	1 1/2	405000 GAL

Basic Monthly Charge	5	63.00
Tier 1 Consumption (1-14 kgal @ \$3.81)		53.35
Tier 2 Consumption (> 14 kgal @ \$4.33)		1,693.02
City of Jacksonville Franchise Fee		54.28

**Total Current Irrigation Charges \$ 1,863.65**

**ELECTRIC SERVICE**

Billing Rate: General Service  
 Service Address: 12424 CADLEY CIR  
 Service Period: 11/26/24 - 12/30/24 Reading Date: 12/30/24  
 Service Point: Irrigation 1 - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24072169	34	34162	Regular	1	716 KWH

Basic Monthly Charge	5	21.00
Energy Charge (\$0.06276 per kWh)		44.94
Tax Exempt Fuel Cost (\$0.02601 per kWh)		18.62
Taxable Fuel Cost (\$0.00511 per kWh)		3.66
City of Jacksonville Franchise Fee		2.65
Gross Receipts Tax		2.33

**Total Current Electric Charges \$ 93.20**

**ELECTRIC SERVICE**

Billing Rate: General Service  
 Service Address: 12507 HOPTREE RD APT SG01  
 Service Period: 11/26/24 - 12/30/24 Reading Date: 12/30/24  
 Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
26023660	34	58	Regular	1	11 KWH

Basic Monthly Charge	5	21.00
Energy Charge (\$0.06276 per kWh)		0.69
Tax Exempt Fuel Cost (\$0.02601 per kWh)		0.29
Taxable Fuel Cost (\$0.00511 per kWh)		0.06
City of Jacksonville Franchise Fee		0.66
Gross Receipts Tax		0.58

**Total Current Electric Charges \$ 23.28**

**IRRIGATION SERVICE**

Billing Rate: Commercial Irrigation Service  
 Service Address: 12515 HOPTREE RD APT IR01  
 Service Period: 11/25/24 - 12/29/24 Reading Date: 12/29/24  
 Service Point: Irrigation 1 - Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
91401661	34	737	Regular	1	0 GAL

Basic Monthly Charge	5	31.50
City of Jacksonville Franchise Fee		0.95

**Total Current Irrigation Charges \$ 32.45**

**ELECTRIC SERVICE**

Billing Rate: General Service  
 Service Address: 6714 SANDLE DR  
 Service Period: 11/26/24 - 12/30/24 Reading Date: 12/30/24  
 Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
22960690	34	77968	Regular	1	5725 KWH

Basic Monthly Charge	5	21.00
Energy Charge (\$0.06276 per kWh)		359.30
Tax Exempt Fuel Cost (\$0.02601 per kWh)		148.91
Taxable Fuel Cost (\$0.00511 per kWh)		29.25
City of Jacksonville Franchise Fee		16.75
Gross Receipts Tax		14.75

**Total Current Electric Charges \$ 589.96**





**WATER SERVICE**

Billing Rate: Commercial Water Service  
 Service Address: 6714 SANDLE DR  
 Service Period: 11/25/24 - 12/29/24 Reading Date: 12/29/24  
 Service Point: Commercial - Water/Sewer

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
77680745	34	2191	Regular	1	4000 GAL

Basic Monthly Charge 5 31.50  
 Water Consumption Charge 7.44  
 City of Jacksonville Franchise Fee 1.17

**Total Current Water Charges \$ 40.11**

**SEWER SERVICE**

Billing Rate: Commercial Sewer Service  
 Service Address: 6714 SANDLE DR  
 Service Period: 11/25/24 - 12/29/24 Reading Date: 12/29/24  
 Service Point: Commercial - Water/Sewer

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
77680745	34	2191	Regular	1	4000 GAL

Basic Monthly Charge 5 52.88  
 Sewer Usage Charge 25.56  
 City of Jacksonville Franchise Fee 2.35

**Total Current Sewer Charges \$ 80.79**

**IRRIGATION SERVICE**

Billing Rate: Commercial Irrigation Service  
 Service Address: 6714 SANDLE DR  
 Service Period: 11/25/24 - 12/29/24 Reading Date: 12/29/24  
 Service Point: Irrigation 1 - Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
76679032	34	20366	Regular	2	116000 GAL

Basic Monthly Charge 5 100.80  
 Tier 1 Consumption (1-14 kgal @ \$3.81) 53.35  
 Tier 2 Consumption (> 14 kgal @ \$4.33) 441.65  
 City of Jacksonville Franchise Fee 17.87

**Total Current Irrigation Charges \$ 613.67**

**IRRIGATION SERVICE**

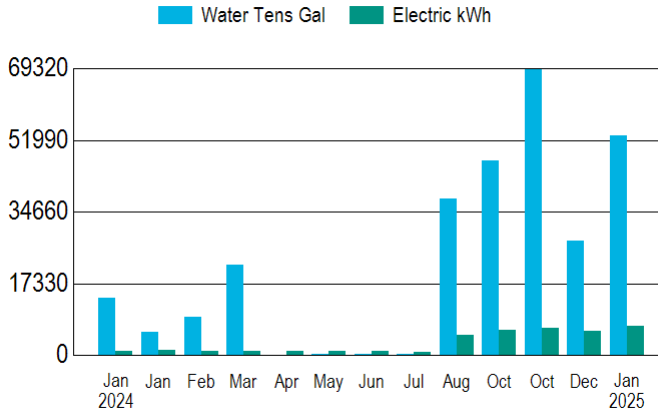
Billing Rate: Commercial Irrigation Service  
 Service Address: 6813 MYRTLE OAK RD APT IR01  
 Service Period: 11/25/24 - 12/29/24 Reading Date: 12/29/24  
 Service Point: Irrigation 1 - Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
514047435	34	76	Regular	1	6000 GAL

Basic Monthly Charge 5 31.50  
 Tier 1 Consumption (1-14 kgal @ \$3.81) 22.86  
 City of Jacksonville Franchise Fee 1.63

**Total Current Irrigation Charges \$ 55.99**

**CONSUMPTION HISTORY**



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0 0	cgp0l l	eon0l l	l gc0l l	cl 0cp

# Hello Villages West Port,

Thanks for choosing Comcast Business.

## Your bill at a glance

For 6713 SANDLE DR UNIT HMOFC, JACKSONVILLE, FL,  
32219-1871

Previous balance		\$131.62
EFT Payment - thank you	Nov 29	-\$131.62
<b>Balance forward</b>		<b>\$0.00</b>
Regular monthly charges	Page 3	\$129.90
Taxes, fees and other charges	Page 3	\$1.72
<b>New charges</b>		<b>\$131.62</b>

**Amount due \$131.62**

### ! Thanks for paying by Automatic Payment

Your automatic payment on Dec 28, 2024, will include your amount due, plus or minus any payment related activities or adjustments, and less any credits issued before your bill due date.

### Need help?

Visit [business.comcast.com/help](https://business.comcast.com/help) or see page 2 for other ways to contact us.

## Your bill explained

- This page gives you a quick summary of your monthly bill. A detailed breakdown of your charges begins on page 3.

Detach the bottom portion of this bill and enclose with your payment

Please write your account number on your check or money order

Do not include correspondence with payment

COMCAST  
BUSINESS

1100 NORTHPOINT PKWY W PALM  
BCH FL 33407-1937

VILLAGES WEST PORT  
ATTN BEVERLY RANCHUREJEE  
475 WEST TOWN PLACE, SUITE 114  
SAINT AUGUSTINE, FL 32092

Account number **8495 74 120 2518167**

Automatic payment **Dec 28, 2024**

**Please pay \$131.62**

**Electronic payment will be applied Dec 28, 2024**

COMCAST  
PO BOX 71211  
CHARLOTTE NC 28272-1211

849574120251816700131623

## Download the Comcast Business App

Business is always moving. Our app was built for this. Manage your account anytime, anywhere with the Comcast Business App – the easy way to manage your services on the go.

- Manage your account details
- Pay your bill and customize billing options
- View upcoming appointments

Scan the QR Code with your phone or mobile device to get started.



## Faster speeds. More solutions. Bigger savings.

Comcast Business now offers **NEW** packages with faster speeds and innovative Voice and security solutions – at a better value.

**Call today for a FREE account review at 877-564-0318.**

## Need help? We're here for you



### Visit us online

Get help and support at [business.comcast.com/help](https://business.comcast.com/help)



### Call us anytime

800-391-3000  
Open 24 hours, 7 days a week for billing and technical support

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### Go paperless and say goodbye to clutter

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Download the Comcast Business App



#### In-Store

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## Regular monthly charges **\$129.90**

### Comcast Business **\$106.95**

Deluxe 25 Business Internet. \$106.95

### Equipment & services **\$22.95**

Equipment Fee Internet. \$22.95

## Taxes, fees and other charges **\$1.72**

### Taxes & government fees **\$1.72**

Sales Tax \$1.72

## What's included?



**Internet:** Fast, reliable internet on our Gig-speed network

Visit [business.comcast.com/myaccount](https://business.comcast.com/myaccount) for more details



## Important information regarding Comcast Business services and pricing

Effective December 18, 2024

Dear Comcast Business Customer:

At Comcast Business, we continue to make investments in our network, technology, and people to ensure we maintain a high-quality network for our customers. We strive to provide the best services and make significant efforts to help control your service-related costs.

From time to time, we re-evaluate our pricing structure due to programming, technology, and service improvements. As a result, monthly service charges and fees have been adjusted for the services below.

**Pricing updates based on your subscribed services will occur on December 18, 2024.  
Prices do not include applicable taxes and other fees.**

### Comcast Business Video

Service	Current Monthly Service Charge:		New Monthly Service Charge Effective 12/18/2024:
Public View	\$20.00	>	\$25.00
Basic	\$50.95	>	\$65.95
Select	\$57.95	>	\$72.95
Variety	\$74.95	>	\$89.95
Standard	\$99.95	>	\$114.95
Preferred	\$124.95	>	\$139.95
Broadcast TV Fee (BTV)	Charges vary by location	>	Charges vary by location
Regional Sports Network (RSN)	Charges vary by location	>	Charges vary by location

### Hospitality Video

Fees	Current Monthly Fee:		New Monthly Fee Effective 12/18/2024:
HBO	\$3.50	>	\$5.50
Showtime	\$3.50	>	\$5.50
Basic	\$2.00	>	\$4.00

### Comcast Business Voice

Service	Current Monthly Service Charge:		New Monthly Service Charge Effective 12/18/2024:
Directory Listing Management Fee	\$6.00	>	\$8.00
Voice Network Investment Fee	\$6.00	>	\$8.00

### Comcast Business Internet

Service	Current Monthly Service Charge:		New Monthly Service Charge Effective 12/18/2024:
Static IP (1)	\$24.95	>	\$29.95
Static IP (5)	\$29.95	>	\$34.95

## Comcast Business Equipment

Service	Current Monthly Equipment Fee:		New Monthly Equipment Fee Effective 12/18/2024:
Business Internet and/or Business Voice	\$22.95	>	<b>\$24.95</b>
Connection Pro	\$10.00	>	<b>\$15.00</b>
Business Video – Primary Outlet	\$9.95	>	<b>\$11.95</b>
Business Video – Additional Outlets	\$9.95	>	<b>\$11.95</b>

We know changes to your bill can be frustrating, and we're here to help. To learn more about Comcast Business service charges and fees, please visit [business.comcast.com/understand-your-bill](https://business.comcast.com/understand-your-bill) or call us at 800-391-3000.

Thank you for being a valued Comcast Business customer.

Sincerely,  
Comcast Business

VILLAGES OF  
WESTPORT CDD  
POOL MAINTENANCE  
**LESLIE'S**

SAINT AUGUSTINE, FL #906  
200 C B L DR STE 108  
SAINT AUGUSTINE, FL 32086-5174  
904-826-1011

Code to Pool Chemicals

Store: 906 Register: 1  
Date: 12/21/24 Time: 11:38 AM  
Ticket: 82792  
Salesperson: 69592 (Adrianna F)  
Customer ID: S05740001563656

Item	Qty	Price	Amount
TLR PH IND SOL #4 2 OZ			
81356	1	15.51	15.51 T
C1 Special Chems & K			(0.48)
TLR CYAN ACID RGT #13 2OZ			
81398	1	14.54	14.54 T
C1 Special Chems & K			(0.45)
TLR CYAN ACID RGT #13 2OZ			
81398	1	14.54	14.54 T
C1 Special Chems & K			(0.45)
TLR DPD RGT #2 2OZ			
81346	1	16.48	16.48 T
C1 Special Chems & K			(0.51)
TLR SULFIC ACID #9 2 OZ			
81377	1	15.51	15.51 T
C1 Special Chems & K			(0.48)
TLR THIOSULF #7 2OZ			
81367	1	12.60	12.60 T
C1 Special Chems & K			(0.39)
TLR DPD RGT #1 2OZ			
81341	1	16.48	16.48 T
C1 Special Chems & K			(0.51)
TLR TOT ALK IND #8 2 OZ			
81372	1	14.54	14.54 T
C1 Special Chems & K			(0.45)
Subtotal			120.20
Tax			0.00
<b>Total\$</b>			<b>120.20</b>

Visa Purchase 120.20  
Dec 21 2024 11:42 am Trans# 82792

TRANSACTION RECORD

Card Number : \*\*\*\*\*8374  
Card Type : VISA  
Card Entry : TAP CHIP  
Trans Type : PURCHASE  
Amount : \$120.20

Auth # : 726486  
Sequence # : 000005  
Reference # : 00000005

**FAMILY DOLLAR**

STORE #08062 6765 Dunn Ave.  
Jacksonville, FL, 904-479-1978

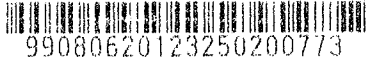


**How doers  
get more done.**

HL SOFT BATH TISSUE 32 DR 817.40 SQ FT  
032251850394 10.95 T  
GLAD QT MOONLIGHT BREEZE 30G 34CT  
012587224311 9.95 T

SUBTOTAL \$20.90  
TAX1 \$1.57  
TOTAL \$22.47  
VISA \$22.47

US DEBIT \*\*\*\*\*8374  
CHIP CONTACTLESS Approved  
AUTH# 009254 SEQUENCE NO: 232501  
Made: Issuer ARQC - D95D204CD3155500  
AID: A000000980840 ARF



99080620123250200773

ITEMS 2  
12-20-2024 08:49:29 08062 01 7377914 2325  
Cash Check Debit Credit & EBT Accepted.  
THANK YOU.

-----TEAR HERE-----

Please provide your feedback at  
[www.ratefd.com](http://www.ratefd.com)

Receive 10 chances to WIN \$1,000 daily  
plus instant prizes valued at \$1,500  
weekly. For complete rules, eligibility,  
sweepstakes & previous winners, visit  
[www.ratefd.com](http://www.ratefd.com). No purchase/survey req'd  
to enter. Sweepstakes sponsored by  
InMoment Inc. across multiple int'l  
clients. Void where prohibited.

12111 LEM TURNER RD  
JACKSONVILLE, FL 32218 (904)766-2818

6351 00051 41270 12/27/24 11:37 AM  
SALE SELF CHECKOUT

-----Military Discount-----  
073257014786 55G DRUM LNR <A> <M> 24.97  
HDX 55 GAL 40CT CLEAR DRUM LINERS  
MAX REFUND VALUE \$22.47  
Military Discount -2.50

SUBTOTAL 22.47  
SALES TAX 1.69  
TOTAL \$24.16

XXXXXXXXXXXX8374 VISA  
USD\$ 24.16  
AUTH CODE 398917/5513651 TA  
Chip Read  
AID A000000980840 US DEBIT

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-0186 SUMMARY  
THIS RECEIPT PO/JOB NAME: VILLAGES OF WEST  
PORT CDD

2024 PRO XTRA SPEND 12/26: \$1,649.33

Get the CREDIT LINE your business needs  
PLUS earn Perks 4X FASTER when you join  
Pro Xtra, register, & use your Pro Xtra  
Credit Card. Apply and SAVE UP TO \$100.  
Learn more at [homedepot.com/credit](http://homedepot.com/credit)

<M> = Military Appreciation

6351 12/27/24 11:37 AM



6351 51 41270 12/27/2024 1483

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 03/27/2025

**Code to Supplies**

This expense is for toilet paper and trash bags  
Smaller bags for rest room and fitness center  
Larger bags for trash cans throughout the community





# Invoice

1711 Lakeside Ave. • St. Augustine, Florida 32084 • 904-810-5838 • Fax

Invoice:

SN- 59845

Page 1 of 1

Description: **Pool sign**  
Customer: Howard Mac McGaffney  
**Villages of Westport,CDD**  
Sales Person: Luz Prada

ph: (904) 386-0186

email: Howard@flcspec.com

Product	Font	Qty	Sides	Height	Width	Unit Cost	Item Total
1 RTA-Sq Ft		1	1	2	1	\$50.00	\$50.00

Color: White

Description: Ready to Apply Lettering

Text: "POOL MAXIMUM DEPTH: 4 FEET 10 INCHES ON WHITE

Payments Received (thank you)

Date	Amount	Payment Method	Tracking Number
12/4/2024 10:33:09AM	\$50.00	Check	
Total Payments	\$50.00		

Receipt here  
Code to Amenity Repair

SIGNS NOW OF  
ST. AUGUSTINE  
1711 LAKESIDE AVE #1  
SAINT AUGUSTINE,  
FL 32084  
904/810-5838

12/04/2024 11:30

Sale

Trans Number: 2  
Batch #: 339001

UISA \*\*\*\*\*8374 CHIP \*\*/\*\*

AMOUNT: \$50.00

Resp: APPROVED  
Code: 024675  
Ref #: 31723897

App Name: VISA DEBIT  
AID: A0000000031010  
TUR: 808000000000  
TSI: 6800

Thank You!  
CUSTOMER COPY

Other Payments: \_\_\_\_\_  
Form of Payment / Amount / Initials

Ordered: 11/27/2024 11:00:03AM  
Due Date: Thu, 11/28/2024

Notes:

Printed: 12/4/2024 10:35:19AM  
Status: Built

Line Item Total:	\$50.00
Tax Exempt Amt:	\$50.00
Subtotal:	\$50.00
Taxes:	\$0.00
Total:	\$50.00
Total Payments:	\$50.00
Balance Due:	\$0.00

ATTN: Howard Mac McGaffney  
Villages of Westport,CDD

475 W. Town Place, Ste 114  
St. Augustine, Florida 32092

Received/Accepted By: \_\_\_\_\_ / /

## Order Confirmation 6935996

---

**From** HAWKINS INC <noreply@elavon.com>  
**Date** Fri 12/13/2024 7:56 AM  
**To** Howard McGaffney <Howard@flcspec.com>

**HAWKINS INC**  
**2381 ROSEGATE**  
**ROSEVILLE, MN 55113**  
**612-331-6910**

## Order Results

---

**Profile Name:** HAWKINS INC  
**Transaction ID:** 131224C1B-922AF8E6-786C-4F0E-8308-8014D25A4D6F  
**Date/Time:** 12/13/2024 06:56:50 AM  
**Transaction Type:** SALE  
**Approval Message:** APPROVAL  
**Approval Code:** 223714

## Order Section

---

**Card Number :** \*\*\*\*\*8374  
**Amount :** \$448.30 USD  
**Invoice Number :** 6935996  
**Get Token :** N

## Billing Address

---

**Company :** VILLAGES OF WESTPORT CDD  
**First Name :** Howard G  
**Last name :** Mcgaffney  
**Address1 :** 475 W Town PI STE 114  
**State/Province :** FL  
**City :** Saint Augustine  
**Postal Code :** 32092  
**Country :** United States  
**Email Address :** howard@flcspec.com

---

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## Order Confirmation 6936001

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**From** HAWKINS INC <noreply@elavon.com>  
**Date** Fri 12/13/2024 9:17 AM  
**To** Howard McGaffney <Howard@flcspec.com>

**HAWKINS INC**  
**2381 ROSEGATE**  
**ROSEVILLE, MN 55113**  
**612-331-6910**

## Order Results

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**Profile Name:** HAWKINS INC  
**Transaction ID:** 131224C2B-37B26C05-C8E8-4BE2-8300-01093DFA70F7  
**Date/Time:** 12/13/2024 08:17:45 AM  
**Transaction Type:** RETURN  
**Approval Message:** APPROVAL  
**Approval Code:** 012094

## Order Section

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**Card Number :** \*\*\*\*\*8374  
**Amount :** \$30.00 USD  
**Invoice Number :** 6936001  
**Get Token :** N

## Billing Address

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**Company :** VILLAGES OF WESTPORT CDD  
**First Name :** Howard G  
**Last name :** Mcgaffney  
**Address1 :** 475 W Town PI STE 114  
**State/Province :** FL  
**City :** Saint Augustine  
**Postal Code :** 32092  
**Country :** United States  
**Email Address :** howard@flcspec.com

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