

**BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

SEPTEMBER 5, 2023

AGENDA PACKAGE

**Bobcat Trail Community Development District
Board of Supervisors**

- | | |
|--|--|
| <ul style="list-style-type: none"><input type="checkbox"/> Robert Etherton, Chair<input type="checkbox"/> Janet Guyer, Vice Chair<input type="checkbox"/> Jeffrey Brall, Assistant Secretary<input type="checkbox"/> Richard Burke, Assistant Secretary<input type="checkbox"/> Paul Fisher, Assistant Secretary | <ul style="list-style-type: none"><input type="checkbox"/> Justin Faircloth, District Manager<input type="checkbox"/> David Jackson, District Counsel<input type="checkbox"/> Robert Dvorak, District Engineer<li style="padding-left: 40px;">Jacob Whitlock, Field Manager |
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Agenda for Continued Meeting & Budget Public Hearing

Tuesday, September 5, 2023 – 3:00 p.m.

Call-In Information

Phone #: 1-646-838-1601

Meeting ID: 951092195#

- 1. Call to Order and Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment (3) Minute Time Limit**
- 4. Approval of the Consent Agenda**
- 5. Public Hearing for Adoption of the Fiscal Year 2024 Budget**
 - A. Fiscal Year 2024 Budget Discussion
 - B. Consideration of Resolution 2023-09, Adopting the Fiscal Year 2024 Budget
 - C. Consideration of Resolution 2023-10, Levying Assessments for Fiscal Year 2024
- 6. Old Business**
 - A. Insurance Update
- 7. New Business**
 - A. Resident Concerns
 - B. Envera Update
- 8. Manager's Report**
 - A. Consideration of the Fiscal Year 2024 Meeting Schedule
 - B. Discussion of Field Manager's Report
 - C. Follow Up Items
- 9. Engineer's Report**
- 10. Attorney's Report**
 - A. Follow Up Items
 - i. District Maps Update
 - ii. Stormwater Guidelines Update
 - iii. LMP Contract Amendment for Monument Maintenance
 - iv. LMP Contract Extension Amendment Update
- 11. Other Reports**
 - A. Infrastructure/Asset Management Committee (Board Workshop)
 - B. Landscape Committee
 - C. Newsletter Supervisor
 - D. Finance Supervisor

District Office:

Inframark, Community Management Services
210 North University Drive, Suite 702
Coral Springs, Florida 33071
954-603-0033

Meeting Location:

Bobcat Trail Community Center
1352 Bobcat Trail Boulevard
North Port, Florida 34288
941-426-0808

- E. Lakes and Roads Supervisor
 - i. SOLitude Report
 - ii. Construction Management Services, LLC Change Order - Estimate 1076
 - iii. Villas Gutter Repair Not to Exceed Request
- F. Maintenance Supervisor
- G. Facilities Supervisor
- H. HOA Updates
- I. Commercial Properties
- J. Emergency Preparedness

12. Public Comment (3) Minute Time Limit

13. Adjournment

The next CDD Meeting is scheduled to be held Thursday, September 21, 2023 at 3:00 p.m.

The Board requests those wishing to speak come forward and speak directly to the Board so that all items can be clearly heard.

District Office:

Inframark, Community Management Services
210 North University Drive, Suite 702
Coral Springs, Florida 33071
954-603-0033

Meeting Location:

Bobcat Trail Community Center
1352 Bobcat Trail Boulevard
North Port, Florida 34288
941-426-0808

Fifth Order of Business

5A

BOBCAT TRAIL
Community Development District

Annual Operating and Debt Service Budget
Fiscal Year 2024

Modified Tentative Budget
8/17/2023

Prepared by:



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Bobcat Trail
Community Development District

Operating Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	AMENDED BUDGET FY 2023	ACTUAL THRU JUN-2023	PROJECTED JUL - SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
REVENUES							
Interest - Investments	\$ 3,758	\$ 5,590	\$ 3,217	\$ 25,701	\$ 8,567	\$ 34,268	\$ 20,000
Special Events	-	-	500	165	335	500	500
Interest - Tax Collector	34	-	1,000	2,383	-	2,383	1,000
Rents or Royalties	93	280	400	187	213	400	400
Special Assmnts- Tax Collector	769,562	769,561	769,563	769,332	231	769,563	860,963
Special Assmnts- Other	110,332	110,331	110,332	110,307	25	110,332	123,436
Special Assmnts- Discounts	(27,209)	(30,396)	(35,196)	(28,608)	-	(28,608)	(39,376)
Other Miscellaneous Revenues	3,429	300	2,000	4,291	-	4,291	1,000
Gate Bar Code/Remotes	1,780	2,026	2,000	1,830	170	2,000	2,000
Insurance Reimbursements	-	-	-	39,425	-	39,425	-
TOTAL REVENUES	861,779	857,692	853,816	925,013	9,541	934,554	969,923
EXPENDITURES							
<i>Administrative</i>							
P/R-Board of Supervisors	11,600	11,800	12,000	13,400	6,000	19,400	24,000
FICA Taxes	887	933	918	1,025	459	1,484	1,836
ProfServ-Engineering	13,070	22,640	25,000	11,750	3,917	15,667	24,000
ProfServ-Legal Services	7,920	24,775	15,000	14,284	4,761	19,045	20,000
ProfServ-Trustee Fees	3,717	3,717	3,717	4,041	-	4,041	3,750
Auditing Services	3,800	4,200	4,300	4,300	-	4,300	4,400
Insurance - General Liability	17,007	18,710	19,000	16,006	-	16,006	18,998
Legal Advertising	558	1,164	1,000	524	476	1,000	1,200
Miscellaneous Services	189	-	1,000	8,900	-	8,900	500
Misc-Assessment Collection Cost	8,647	8,397	13,198	12,760	438	13,198	14,766
Misc-Web Hosting	1,908	1,908	2,000	3,883	-	3,883	2,000
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	69,478	98,419	97,308	91,048	16,051	107,099	115,625
<i>Other General Govt Services</i>							
ProfServ-Mgmt Consulting	51,650	53,045	53,045	39,784	13,261	53,045	54,636
ProfServ-Special Assessment	6,180	6,180	6,365	6,365	-	6,365	6,556
ProfServ-E-mail Maintenance	2,127	1,446	2,000	1,220	404	1,624	2,000
ProfServ-Field Management	-	-	-	-	-	-	8,000
Postage and Freight	279	270	300	269	90	359	250
Printing and Binding	12	124	900	91	30	121	500
Office Supplies	264	89	500	18	6	24	150
Total Other General Govt Services	60,512	61,154	63,110	47,747	13,791	61,538	72,092
<i>Landscape Services</i>							
Contracts-Landscape	142,047	142,047	142,047	108,311	35,512	143,823	142,047
Contracts-Trees & Trimming	-	-	1,000	-	1,000	1,000	1,000
R&M-Irrigation	10,907	103,380	10,000	10,760	3,587	14,347	10,000
R&M-Landscape Renovations	9,374	12,148	10,000	16,614	5,538	22,152	9,500
R&M-Plant Replacement	9,726	2,626	6,000	3,081	1,027	4,108	5,500

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	AMENDED BUDGET FY 2023	ACTUAL THRU JUN-2023	PROJECTED JUL - SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
R&M-Emergency & Disaster Relief	-	4,830	130,000	278,306	-	278,306	-
R&M-Landscape Lighting	1,812	3,667	3,000	778	259	1,037	3,000
R&M-Phase III	-	56,460	40,000	-	-	-	40,000
Misc-Holiday Lighting	16	338	850	383	128	511	850
Total Landscape Services	173,882	325,496	342,897	418,233	47,050	465,283	211,897
Utilities							
Electricity - Streetlights	3,316	3,557	3,000	2,686	895	3,581	3,000
Electricity - Gate	2,899	3,633	2,500	3,152	1,051	4,203	2,500
Electricity - Irrigation	1,480	3,363	10,000	4,526	1,509	6,035	10,000
Electricity-Pool	-	-	15,000	-	15,000	15,000	15,000
Total Utilities	7,695	10,553	30,500	10,364	18,455	28,819	30,500
Gatehouse							
Contracts-Security Services	70,788	70,788	86,000	57,091	17,697	74,788	74,000
Communication - Telephone	3,674	3,514	4,300	2,443	814	3,257	3,500
Utility - Water & Sewer	615	722	850	504	168	672	700
R&M-Gate	250	8,571	2,000	3,857	1,286	5,143	2,000
R&M-Emergency & Disaster Relief	-	-	-	4,755	-	4,755	-
R&M-Access&Surveillance Systems	2,507	2,562	1,500	1,044	348	1,392	2,500
Misc-Bar Codes	4,200	417	4,100	3,715	385	4,100	4,000
Op Supplies - Gatehouse	200	21	750	-	111	111	500
Capital Outlay	-	18,165	-	-	-	-	-
Reserve - Gate	-	-	2,800	-	-	-	2,800
Total Gatehouse	82,234	104,760	102,300	73,409	20,809	94,218	90,000
Lakes and Roads							
Contracts-Lakes	34,853	39,509	38,484	30,073	10,024	40,097	42,000
R&M-Lake	12,150	-	10,000	-	2,500	2,500	25,000
R&M-Road Cleaning	1,170	1,170	4,775	4,745	1,582	6,327	7,000
R&M-Sealcoating	277,186	174,224	1,046	-	262	262	91,046
R&M-Sidewalks	7,270	28,514	4,500	13,780	-	13,780	5,000
R&M-Stormwater System	9,195	1,100	10,000	-	2,500	2,500	14,000
R&M-Invasive Plant Maintenance	-	-	2,000	-	500	500	1,000
R&M-Street/Gutter Repairs	1,970	63,589	-	-	-	-	75,000
Miscellaneous Maintenance	182	1,153	5,000	138	530	668	3,000
Reserve - Lakes	-	-	5,000	-	-	-	-
Total Lakes and Roads	343,976	309,259	80,805	48,736	17,897	66,633	263,046
Community Center							
Payroll-Hourly	21,706	21,881	22,838	16,646	5,549	22,195	23,980
FICA Taxes	1,661	1,674	1,747	1,273	424	1,697	1,834
Contracts-Other Services	1,395	903	1,600	744	248	992	1,500
Contracts-Cleaning Services	13,590	12,890	12,500	9,430	3,000	12,430	13,503
Utility - Other	5,150	5,226	5,400	4,011	1,337	5,348	6,195
Electricity - General	3,721	5,031	5,400	4,040	1,347	5,387	6,000
Utility - Water & Sewer	3,887	4,192	5,000	3,836	1,279	5,115	5,000
Insurance - Property	11,061	12,474	12,500	12,474	-	12,474	12,750
R&M-Pest Control	460	480	550	405	135	540	600

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	AMENDED BUDGET FY 2023	ACTUAL THRU JUN-2023	PROJECTED JUL - SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
R&M-Tennis Courts	-	374	500	673	224	897	500
R&M-Fitness Equipment	5,952	977	2,000	654	218	872	2,000
R&M-Maintenance	527	3,481	4,000	3,033	1,011	4,044	3,500
Misc-Contingency	250	622	800	205	68	273	800
Cleaning Services	-	-	1,200	-	300	300	900
Supplies - Misc.	1,779	3,418	3,500	1,706	569	2,275	3,200
Capital Outlay	13,168	-	-	-	-	-	-
Reserve-Activity Center Assets	-	-	-	-	-	-	10,000
Total Community Center	84,307	73,623	79,535	59,130	15,709	74,839	92,262
Pools and Maintenance							
Payroll-Hourly	13,630	12,727	23,100	15,582	5,194	20,776	15,000
FICA Taxes	1,043	974	1,767	1,192	397	1,589	1,300
Contracts-Pools	7,763	7,905	9,000	6,387	2,196	8,583	9,500
Utility - Gas	181	193	800	145	48	193	200
Utility - Water & Sewer	2,884	5,079	7,100	5,021	1,674	6,695	7,500
R&M-Pools	9,029	35,178	4,800	9,436	3,145	12,581	5,500
R&M-Vehicles	417	4,192	1,000	158	53	211	1,500
R&M-Community Maintenance	5,292	4,121	13,100	6,480	2,160	8,640	13,000
R&M-Emergency & Disaster Relief	-	500	-	14,238	-	14,238	-
R&M-Pressure Reducing Valve	679	-	3,000	1,064	355	1,419	5,000
R&M-Well Maintenance	-	-	-	-	-	-	10,000
Capital Outlay	-	-	10,000	6,220	-	6,220	-
Reserve-Pool	-	-	-	-	-	-	24,000
Reserves-Vehicles	804	-	-	-	-	-	2,000
Total Pools and Maintenance	41,722	70,869	73,667	65,923	15,222	81,145	94,500
Debt Service							
Principal Debt Retirement	15,533	15,533	-	-	-	-	-
Interest Expense	466	466	-	-	-	-	-
Total Debt Service	15,999	15,999	-	-	-	-	-
TOTAL EXPENDITURES	879,805	1,070,132	870,122	814,590	164,983	979,573	969,923
Excess (deficiency) of revenues							
Over (under) expenditures	(18,026)	(212,440)	(16,306)	110,423	(155,442)	(45,019)	0
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	(16,306)	-	-	-	0
TOTAL OTHER SOURCES (USES)	-	-	(16,306)	-	-	-	0
Net change in fund balance	(18,026)	(212,440)	(16,306)	110,423	(155,442)	(45,019)	0
FUND BALANCE, BEGINNING	1,192,991	1,174,964	962,530	962,530	-	962,530	917,511
FUND BALANCE, ENDING	\$ 1,174,965	\$ 962,524	\$ 946,224	\$ 1,072,953	\$ (155,442)	\$ 917,511	\$ 917,511

BOBCAT TRAIL

Community Development District

Exhibit "A" Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2024	\$ 917,511
Net Change in Fund Balance - Fiscal Year 2024	0
Reserves - Fiscal Year 2024 Additions	38,800
Total Funds Available (Estimated) - 9/30/2024	956,311

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital		60,000 ⁽¹⁾
Reserves - Activity Center (Prior Years)	56,720 ⁽²⁾	
Reserves - Activity Center (FY 2024)	<u>10,000</u>	66,720
Reserves - CAM/fence construction (prior years)	<u>10,000</u> ⁽²⁾	10,000
Reserves - Gate (prior years)	<u>22,000</u> ⁽²⁾	
Reserves - Gate (FY 2023)	2,800	
Reserves - Gate (FY 2024)	<u>2,800</u>	27,600
Reserves - Gatehouse (Prior Years)	<u>10,000</u> ⁽²⁾	10,000
Reserves - Lakes (Prior Years)	<u>200,000</u> ⁽²⁾	
Reserves - Lakes (FY 2023)	5,000	
Reserves - Lakes (FY 2024)	<u>-</u>	205,000
Reserves - Pools (Prior Years)	<u>25,000</u> ⁽²⁾	
Reserves - Pools (FY 2024)	<u>25,000</u>	50,000
Reserves - Roadways (Prior Years)	<u>500,959</u> ⁽²⁾	500,959
Reserves - Security Features (Prior Years)	<u>15,000</u> ⁽²⁾	15,000
Reserves - Vehicle (Prior Years)	<u>3,407</u> ⁽²⁾	
Reserves - Vehicle (FY 2024)	<u>3,000</u>	6,407

Total Allocation of Available Funds	951,686
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Total Unassigned (undesignated) Cash	\$ 4,625
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Notes

(1) This represents under 1 month of operating expenditures.

(2) Board assigned prior year fund balance (as of 9/30/22) by motion on 11/17/22.

Budget Narrative
Fiscal Year 2024

REVENUES

Interest-Investments

The District earns interest on the monthly average collected balance for their operating accounts.

Special Events

The District conducts special events including dinner dances, holiday events and other occasions, throughout the year.

Interest-Tax Collector

Interest on assessments held between date of collection by the tax collector's office and distribution to the district.

Rents or Royalties

Rental fees collected for the use of the district facility.

Special Assessments-Tax Collector (Residential)

The District will levy a Non-Ad Valorem assessment on all the residential property within the District to pay for the operating expenditures during the Fiscal Year.

Special Assessment-Other (Bobcat Village)

The District will levy a Non-Ad Valorem assessment on all the commercial property within the District to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments up to a maximum of 4%. The budgeted amount for the fiscal year has been set by the board.

Other Miscellaneous Revenues

Sales tax collection allowances and other revenues not included within another budgeted line item.

Gate Bar Code/Remotes

The District collects a nominal fee for each gate remote distributed.

EXPENDITURES

Administrative

P/R-Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon all supervisors attending 24 meetings.

FICA Taxes

Payroll taxes for supervisor salaries are calculated as 7.65% of payroll.

Professional Services-Engineering

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for monthly board meetings when requested, review of invoices, and other specifically requested assignments which may include road improvement, lake remediation, fencing/security and issues resulting from a possible 'land swap' with the golf course.

Professional Services-Legal Services

The District's Attorney provides general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Supervisors and the District Manager.

Budget Narrative
Fiscal Year 2024**Administrative (continued)****Professional Services-Trustee**

The District issued a series 1999 bond and series 2017 note with funds deposited with a Trustee to handle all trustee matters. The annual trustee fee is based on standard fees charged plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on an optional renewal within an existing engagement letter.

Insurance-General Liability

The District's General Liability, Public Officials Liability and Special Events Insurance policies are with Public Risk Insurance Agency, Inc. They specialize in providing insurance coverage to governmental agencies. The District's Worker's Compensation policy is with Preferred Governmental.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Miscellaneous Services

This includes monthly bank charges and miscellaneous expenses that may be incurred during the year that are not included in another budgeted line item.

Miscellaneous-Assessment Collection Cost

The District reimburses Sarasota County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 1.5% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was set by the board.

Miscellaneous-Web Hosting

GoDaddy charges for website.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

Other General Gov't Services**Professional Services-Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services. Also included are costs for Information Technology charges to process the District's financial activities, i.e. accounts payable, financial statements, budgets, etc., on a main frame computer owned by Inframark Infrastructure Management Services in accordance with the management contract.

Budget Narrative
Fiscal Year 2024**Other General Gov't Services (continued)****Professional Services-Special Assessment**

Inframark provides Assessment Services for all the properties within the CDD for the General Fund, Series 1999 Debt Service Fund and Series 2017 Debt Service Fund. These services include, but are not limited to:

- Working with the Sarasota Property Appraiser to ensure the accuracy of the data they provide each year for levying purposes.
- Preparation, maintenance and certification of the District's annual assessment roll to the Sarasota County Tax Collector.
- Customer service which includes answering questions regarding annual assessments, what a CDD is, length and terms of the bonds, etc.
- Preparation of estoppel letters for refinancing and property transfers.
- Processing and transmission of pay downs to the Trustee for those property owners wishing to prepay their CDD debt.
- Analysis and supplemental schedules requested throughout the fiscal year as well assessment schedules included in the annual budget preparation.

Professional Services-E-mail Maintenance

Office 365 and Barracuda charges to manage e-mail accounts.

Professional Services-Field Management

Field Management Services for the District is performed by Inframark Infrastructure Management Services.

Postage and Freight

FedEx charges and reimbursements made to Inframark for actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence. The fiscal year budget is based on prior year spending and anticipated needs.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects. The budgeted amount for the fiscal year is based on prior year spending and anticipated needs.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Landscape Services**Contracts-Landscape**

This category includes costs associated with landscape maintenance, mowing, edging, and weeding. Mulch, tree trimming, monthly wet testing and repair of the irrigation system, including materials, may also be recorded here.

Contracts-Trees & Trimming

Funds set aside for tree trimming projects as determined by the district board.

R&M-Irrigation

The District anticipates a one-time large repair to the irrigation system in the commercial area.

R&M-Landscape Renovations

Costs associated with landscape renovations throughout the District including sod replacement.

R&M-Plant Replacement

Costs associated with plant replacement throughout the District.

Budget Narrative
Fiscal Year 2024**Landscape Services (continued)****R&M-Landscape Lighting**

The District anticipates costs associated with landscape lighting maintenance, including parts and labor.

R&M-Phase III

Landscape costs associated with phase III.

Miscellaneous-Holiday Lighting

Costs associated with outside holiday lighting within the District.

Utilities**Electricity-Streetlights**

Street lighting usage for District facilities and assets. Costs are based on historical expenses incurred with Florida Power & Light (FPL) and include the following accounts:

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	00592-38485	Bobcat Village Center Rd #ST LT
FPL	53383-17489	1352 Bobcat Trail #Lights
FPL	92543-09488	Bobcat Trail #ST Lighting

Electricity-Gate

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	56933-92028	1010 Bobcat Trail #Guardhouse
FPL	92196-12026	Woodhaven Drive #Gate 2

Electricity-Irrigation

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	88616-20030	1751 Bobcat Trail #IRR
FPL	54961-11039	1508 Palmetto Palm Terr. #IRR

Gatehouse**Contracts-Security Services**

Gate guard and security services to be provided Envera. It should be noted that some of the original equipment may need to be replaced or upgraded during the period.

Communications-Telephone

Telephone and internet services provided by Frontier and Comcast required to keep the gate and camera systems operational.

Utility-Water/Sewer

This category represents utility charges currently assessed by North Port Utilities for water and sewer.

VENDOR	ACCOUNT#	SERVICE ADDRESS
North Port Utilities	34841-152336	1010 Bobcat Trail #Gatehouse

Budget Narrative
Fiscal Year 2024**Gatehouse (continued)****R&M-Gate**

Costs to repair and maintain community gates. The District may upgrade the front and back gate areas to include some sidewalk work, pedestrian gates and some monument modifications at the back gate.

R&M-Access & Surveillance System

Costs to maintain access and surveillance system. Services provided by Frontier.

Miscellaneous-Bar Codes

Bar code and FOB costs for remote entry.

Op Supplies-Gatehouse

Costs associated with supplies to operate gatehouse.

Reserve-Gate

Funds set aside for Gate projects as determined by the district board.

Lakes and Roads**Contracts-Lakes**

Monthly lake maintenance services provided by Solitude Lake Management.

R&M-Lake

Costs to maintain the lakes and repair minor shoreline problems throughout the district that are outside of the monthly maintenance contract.

R&M-Road Cleaning

Street cleaning services provided by Clean Sweep including a contingency.

R&M-Sealcoating

The District anticipates resealing various areas which may include Kentia, Coconut, Bobcat Village Ctr, Bobcat Trail, Bailey and Lady.

R&M-Sidewalks

Includes all costs associated with maintenance of the sidewalks within the District.

R&M-Stormwater System

Costs to repair the stormwater system throughout the district, including stormwater mulching and related engineering costs.

R&M-Invasive Plant Maintenance

Costs for removing or containing invasive plants throughout the District.

R&M-Street/Gutter Repairs

Various repairs to the roads and gutters throughout the District.

Miscellaneous Maintenance

Costs that the district may incur but are not budgeted for within another line item.

Reserve-Lakes

The JMT Lakes Assessment will provide a multi-year plan to address bank regrading and stabilization. Depending on the erosion control option selected by the Board, the overall costs could be upwards of over \$1M. The multi-year plan will allow for spreading these costs out over ten years.

Budget Narrative
Fiscal Year 2024**Community Center****Payroll-Hourly**

Payroll for hourly community center personnel.

FICA Taxes

Payroll taxes for hourly community center personnel.

Contracts-Other Services

The District has multiple contracts to support the Community Center and grounds including Total Air Solutions for A/C Inspections, and Wenzel Electric for Alarm Monitoring.

Contracts-Cleaning Services

The District has a contract with Cleaning 4 U to clean the community center.

Utility-Other

Cost associated with phone, TV & internet services provided by Frontier.

Electricity-General

This category includes community center electricity incurred with Florida Power & Light.

VENDOR	DESCRIPTION	SERVICE ADDRESS
FPL	Acct# 87553-99402	1352 Bobcat Trail

Utility-Water/Sewer

This category includes water and sewer costs associated with the community center. North Port Utilities provides these services.

VENDOR	ACCOUNT#	SERVICE ADDRESS
North Port Utilities	34841-175058	1352 Bobcat Trail

Insurance-Property

This represents property insurance for the community center.

R&M-Pest Control

GardenMasters of SW FL provides pest control services at a cost of \$135/quarter.

R&M-Tennis Courts

Routine repair and maintenance costs associated with the tennis courts.

R&M-Fitness Equipment

The District has a contract for cleaning and servicing the fitness equipment. Repair of equipment is an additional fee. The District may replace fitness equipment as needed. Equipment with an individual cost of less than \$5,000 may be recorded here.

R&M-Maintenance

This line item will represent costs associated with the community center which were not included as part of another budget line item.

Miscellaneous Contingency

May include costs associated with special events and any other items not budgeted for within another line item.

Cleaning Services

May include cleaning supplies or cleaning services that are outside of the contracted services.

Budget Narrative
Fiscal Year 2024**Community Center (continued)****Supplies - Miscellaneous**

This line item will capture costs associated with supply purchases for the community center.

Pools and Maintenance**Payroll-Hourly**

Payroll for maintenance field personnel.

FICA Taxes

Payroll taxes for hourly field personnel are calculated as 7.65% of payroll.

Contracts-Pools

The District has contracted with A & D Pool to maintain the community pool.

Utility-Gas

VENDOR	ACCOUNT	SERVICE AREA
TECO Peoples Gas	08946188	1352 Bobcat Trail

Utility-Water/Sewer

Cost associated with water/sewer at pool area incurred with North Port Utilities.

R&M-Pools

Various repair and supply costs associated with the pool and pool building.

R&M-Vehicles

Fuel for security patrol and repairs for District vehicle.

R&M-Community Maintenance

Includes all costs associated with maintaining the common area within the District.

R&M-Pressure Reducing Valves

Cost associated with maintaining pressure reducing valves (PRVs) throughout the District.

Capital Outlay

Funds set aside for capital projects as determined by the district board.

Bobcat Trail
Community Development District

Debt Service Budgets
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	AMENDED BUDGET FY 2023	ACTUAL THRU JUN-2023	PROJECTED JUL - SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
REVENUES							
Interest - Investments	\$ 6	\$ 6	\$ 12	\$ 6	\$ 6	\$ 12	\$ 12
Special Assmnts- Tax Collector	245,899	245,899	245,899	245,828	71	245,899	245,899
Special Assmnts- Discounts	(7,604)	(8,495)	(9,836)	(7,995)	-	(7,995)	(9,836)
TOTAL REVENUES	238,301	237,410	236,075	237,839	77	237,916	236,075
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessment Collection Cost	2,417	2,347	3,688	3,566	122	3,688	3,688
Total Administrative	2,417	2,347	3,688	3,566	122	3,688	3,688
<i>Debt Service</i>							
Principal Debt Retirement	180,000	185,000	190,000	190,000	-	190,000	188,000
Principal Prepayments	1,000	2,000	-	1,000	-	1,000	-
Interest Expense	50,408	45,231	39,897	39,883	-	39,883	34,463
Total Debt Service	231,408	232,231	229,897	230,883	-	230,883	222,463
TOTAL EXPENDITURES	233,825	234,578	233,585	234,449	122	234,571	226,151
Excess (deficiency) of revenues Over (under) expenditures	4,476	2,832	2,490	3,390	(45)	3,345	9,924
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	2,490	-	-	-	9,924
TOTAL OTHER SOURCES (USES)	-	-	2,490	-	-	-	9,924
Net change in fund balance	4,476	2,832	2,490	3,390	(45)	3,345	9,924
FUND BALANCE, BEGINNING	73,210	77,687	80,519	80,519	-	80,519	83,864
FUND BALANCE, ENDING	\$ 77,686	\$ 80,519	\$ 83,009	\$ 83,909	\$ (45)	\$ 83,864	\$ 93,788

Debt Amortization
Series 2017 Capital Improvement Revenue Refunding Note

Date	Principal	Prepayments	2.86% Interest	Principal Balance
11/01/23	\$0		\$17,232	\$1,205,000
05/01/24	\$188,000		\$17,232	\$1,017,000
11/01/24	\$0		\$14,543	\$1,017,000
05/01/25	\$193,000		\$14,543	\$824,000
11/01/25	\$0		\$11,783	\$824,000
05/01/26	\$193,000		\$11,783	\$631,000
11/01/26	\$0		\$9,023	\$631,000
05/01/27	\$210,000		\$9,023	\$421,000
11/01/27	\$0		\$6,020	\$421,000
05/01/28	\$206,000		\$6,020	\$215,000
11/01/28	\$0		\$3,075	\$215,000
05/01/29	\$215,000		\$3,075	\$0
Totals	\$1,205,000	\$0	\$123,352	

Budget Narrative
Fiscal Year 2024**REVENUES****Interest-Investments**

The District earns interest income on their trust accounts with US Bank.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the debt service expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES**Administrative****Miscellaneous-Assessment Collection Cost**

The District reimburses the Sarasota County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 1.5% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 1.5% of the anticipated assessment collections.

Debt Service**Principal Debt Retirement**

This represents principal payments due within the current year for the series 1999 recreational revenue bond. This expense is split with the golf.

Interest Expense

This represents interest payments due within the current year for the series 1999 recreational revenue bond. This expense is split with the golf.

Note: Without sufficient revenues to cover operating expenses the district is without means to make the required principal and interest payments. The budget reflects that the debt service payments would have to be made using a portion of prior year's fund balance. Since the prior year's enterprise fund balance is negative, there are no funds from the prior year available to use.

Bobcat Trail
Community Development District

Supporting Budget Schedules
Fiscal Year 2024

Comparison of Assessment Rates
Fiscal Year 2024 vs. Fiscal Year 2023

Product	General Fund 001 (Common Area Maint)			Debt Service			Total Assessments per Unit			Units	Units
	FY 2024	FY 2023	Percent Change	FY 2024	FY 2023	Percent Change	FY 2024	FY 2023	Percent Change	Acres Total	Acres DS
Villas	\$1,545.71	\$1,381.62	11.9%	\$363.03	\$363.03	0.0%	\$1,908.75	\$1,744.65	9.4%	110	110
SF	\$1,545.71	\$1,381.62	11.9%	\$ 457.77	\$457.77	0.0%	\$2,003.49	\$1,839.39	8.9%	436	424
SF 2	\$1,545.71	\$1,381.62	11.9%	\$ 169.43	\$169.43	0.0%	\$1,715.14	\$1,551.05	10.6%	1	1
Golf/Commercial	\$15,457.18	\$13,816.21	11.9%	\$ 11,700.78	\$11,700.78	0.0%	\$27,157.97	\$25,517.00	6.4%	10	10
										557	545
Commercial	\$123,435.54	\$110,331.62	11.9%	\$0.00	\$0.00	n/a	\$123,435.54	\$110,331.62	11.9%	36.29	15.15
1	\$3,401.10	\$3,040.03	11.9%	\$0.00	\$0.00	n/a	\$3,401.10	\$3,040.03	11.9%	1.00	1.00
2	\$3,401.10	\$3,040.03	11.9%	\$0.00	\$0.00	n/a	\$3,401.10	\$3,040.03	11.9%	1.00	1.00
3	\$3,401.10	\$3,040.03	11.9%	\$0.00	\$0.00	n/a	\$3,401.10	\$3,040.03	11.9%	1.00	1.00
4	\$3,401.10	\$3,040.03	11.9%	\$0.00	\$0.00	n/a	\$3,401.10	\$3,040.03	11.9%	1.00	1.00
5	\$3,401.10	\$3,040.03	11.9%	\$0.00	\$0.00	n/a	\$3,401.10	\$3,040.03	11.9%	1.00	0.00
6	\$14,828.73	\$13,254.51	11.9%	\$0.00	\$0.00	n/a	\$14,828.73	\$13,254.51	11.9%	4.36	0.00
7	\$25,484.32	\$22,778.90	11.9%	\$0.00	\$0.00	n/a	\$25,484.32	\$22,778.90	11.9%	7.49	0.00
7.1	\$3,401.10	\$3,040.03	11.9%	\$0.00	\$0.00	n/a	\$3,401.10	\$3,040.03	11.9%	1.00	1.00
8	\$16,359.22	\$14,622.52	11.9%	\$0.00	\$0.00	n/a	\$16,359.22	\$14,622.52	11.9%	4.81	4.81
9	\$3,401.10	\$3,040.03	11.9%	\$0.00	\$0.00	n/a	\$3,401.10	\$3,040.03	11.9%	1.00	1.00
10	\$3,503.07	\$3,131.18	11.9%	\$0.00	\$0.00	n/a	\$3,503.07	\$3,131.18	11.9%	1.03	1.03
11	\$28,195.05	\$25,201.86	11.9%	\$0.00	\$0.00	n/a	\$28,195.05	\$25,201.86	11.9%	8.29	0.00
12	\$3,707.16	\$3,313.61	11.9%	\$0.00	\$0.00	n/a	\$3,707.16	\$3,313.61	11.9%	1.09	1.09
13	\$3,775.17	\$3,374.40	11.9%	\$0.00	\$0.00	n/a	\$3,775.17	\$3,374.40	11.9%	1.11	1.11
14	\$3,775.17	\$3,374.40	11.9%	\$0.00	\$0.00	n/a	\$3,775.17	\$3,374.40	11.9%	1.11	1.11
										36.29	15.15

5B

RESOLUTION 2023-09

THE ANNUAL APPROPRIATION RESOLUTION OF THE BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS OF THE DISTRICT AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR THE MAINTENANCE AND BENEFIT SPECIAL ASSESSMENTS TO BE LEVIED BY THE DISTRICT FOR SAID FISCAL YEAR; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day of June 2023, submitted to the Board of Supervisors (the “**Board**”) of the Bobcat Trail Community Development District (the “**District**”) a proposed budget (the “**Proposed Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget and any proposed long-term financial plan or program of the District for future operations, the District did file a copy of the Proposed Budget with the general purpose local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, on May 18, 2023, the Board set August 17, 2023, as the date for a Public Hearing on the Budget adoption and caused notice of such Public Hearing to be given by publication pursuant to Section 190.008(2)(a) *Florida Statutes*; and

WHEREAS, on August 17, 2023, the Board continued said Public Hearing to September 5, 2023; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes* requires that the District Board adopt an Annual Appropriation Resolution adopting a budget for Fiscal Year 2023/2024 and appropriating such sums of money as the Board deems necessary to defray all expenditures of the District during Fiscal Year 2023/2024; and

WHEREAS, the District Manager has prepared a Proposed Budget on a cash flow budget basis, whereby the Budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during Fiscal Year 2023/2024; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, the Annual Appropriation Resolution fixes the maintenance special assessments and benefit special assessments upon each piece of property within the boundaries of the District benefited, specifically and peculiarly, by the maintenance and/or capital improvement programs of the District, and such levy represents the amount of District assessments necessary to provide for payment during the ensuing budget year of all properly authorized expenditures to be incurred by the District, including principal and interest of special revenue, capital improvement and/or benefit assessment bonds, in order for the District to exercise its specified powers provided for in Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the Bobcat Trail Community Development District finds and determines the non-ad valorem special assessments it imposes and levies by this Resolution for maintenance on the parcels of property involved will constitute a mechanism by which the property owners lawfully and validly will reimburse the District for those certain special and peculiar benefits the District has determined are received by, and flow to, the parcels of property from the systems, facilities and services being provided, and that the special and peculiar benefits are apportioned in a manner which is fair and reasonable in accordance with applicable assessment methodology and related case law; and

WHEREAS, the Chairman of the Board of Supervisors may designate the District Manager or other person to certify the Non-Ad Valorem Assessment Roll to the Tax Collector in and for Sarasota County on a compatible electronic medium tied to the property identification number no later than September 15, 2023, so that the Tax Collector may merge the Roll with others into the Collection Roll from which the November tax notice is to be printed and mailed; and

WHEREAS, the proceeds from the collections of these imposed and levied non-ad valorem assessments shall be paid to the Bobcat Trail Community Development District; and

WHEREAS, if the Property Appraiser and the Tax Collector have adopted a different technological procedure for certifying and merging the rolls, that procedure must be worked out and negotiated with Board approval through the auspices of the District Manager before there are any deviations from the provisions of Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT;

Section 1. The provisions of the “whereas” clauses set forth above are true and correct and are incorporated herein as dispositive.

Section 2. Budget

- a. The Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the Office of the District Treasurer and the District’s Local Records Office, and is hereby attached to this Resolution, and hereby approves certain amendments thereto, as shown in Section 3 below.

- b. The District Manager's Proposed Budget, as amended by the Board, and attached hereto as **Exhibit “A,”** is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes (the “**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be revised subsequently as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2022/2023 and/or revised projections for Fiscal Year 2023/2024.
- c. The Adopted Budget, as amended, shall be maintained in the Office of the District Treasurer and the District’s Local Records Office and identified as “The Budget for the Bobcat Trail Community Development District for the Fiscal Year Ending September 30, 2024, as Adopted by the Board of Supervisors on September 5, 2023.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

Section 3. Appropriations

There is, and hereby is appropriated out of the revenues of the District, for Fiscal Year 2023/2024 the sum of _____ dollars (\$_____) to be raised by the applicable imposition and levy by the Board of applicable non-ad valorem special assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
RESERVE FUND	\$ _____
DEBT SERVICE FUND	\$ _____
Total All Funds	\$ _____

Section 4. Supplemental Appropriations/Budget Amendments

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within sixty (60) days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line-item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line-item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws.

Section 5. Maintenance Special Assessment Levy: Fixed and Referenced and to be Levied by the Board

- a. The Fiscal Year 2023/2024 maintenance special assessment levy (the “assessment levy”) for the assessment upon all the property within the boundaries of the District based upon the special and peculiar benefit received and further based upon reasonable and fair apportionment of the special benefit, shall be in accordance with the attached Exhibit, which levy represents the amount of District assessments necessary to provide for payment during the aforementioned budget year of all properly authorized expenditures to be incurred by the District, including principal and interest of special revenue, capital improvement and/or benefit assessment bonds. Said assessment levy shall be distributed as follows:

General Fund O & M	\$ [See Assessment Levy Resolution 2023-10]
Debt Service Fund	\$ [See Assessment Levy Resolution 2023-10]

- b. The designee of the Chairman of the Board of Supervisors of the Bobcat Trail Community Development District shall be the District Manager or the Treasurer of the District designated to certify the Non-Ad Valorem Assessment Roll to the Tax Collector in and for Sarasota County, in accordance with applicable provisions of Florida law (Chapters 170, 190 and 197, Florida Statutes) and applicable rules (Rule 12D-18, Florida Administrative Code) which shall include not only the maintenance special assessment levy, but also the total for the debt service levy, as required by and pursuant to law.

Introduced, considered favorably and adopted this 5th day of September, 2023.

Bobcat Trail Community Development District

Robert Etherton
Chairman

Attest:

Justin Faircloth
Secretary

Exhibit A: Adopted Budget for Fiscal Year 2023/2024

Exhibit “A”

Adopted Budget for Fiscal Year 2023/2024

5C

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bobcat Trail Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating, and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Sarasota County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefited lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll of the Bobcat Trail Community Development District (“**Assessment Roll**”) on file with District management and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in the Assessment Roll; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefited lands is shown in **Exhibit “A”** and the Assessment Roll and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefited lands within the District and in accordance with **Exhibit “A”** and the Assessment Roll. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibit “A”** and the Assessment Roll.

B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property, if any, shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit “A”** and the Assessment Roll.

C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Introduced, considered favorably and adopted this 5th day of September, 2023.

Bobcat Trail Community Development District

Robert Etherton
Chairman

Attest:

Justin Faircloth
Secretary

Exhibit A: Adopted Budget for Fiscal Year 2023/2024

Exhibit “A”

Adopted Budget for Fiscal Year 2023/2024

Sixth Order of Business

6A

PUBLIC SECTOR

Insurance Proposal

2023/2024

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT



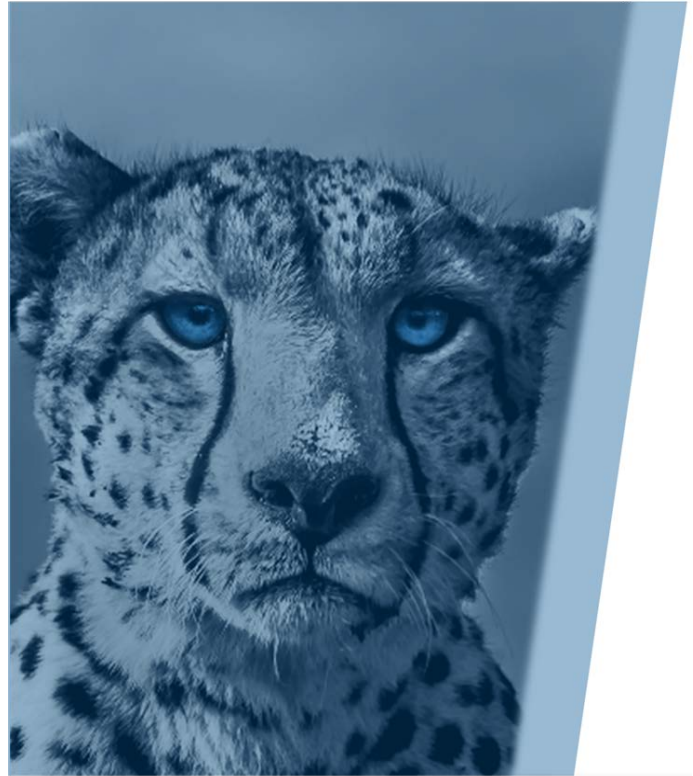
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Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
 - 22 Counties
 - 70 Cities
 - 20 Public Airports
 - 7 Public School Districts
 - State of Florida

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Director of Operations	(386) 239-4044	Robin.Russell@bbrown.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
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Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Molly Grande, CPCU, ARM, CISR Account Executive	(386) 333-6084	Molly.Grande@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

Service Representatives

Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Alexa Gray, AIC Public Risk & Claims Specialist	(386) 333-6068	Alexa.Gray@bbrown.com
Schylar Howard Public Risk Specialist	(386) 265-6117	Schylar.Howard@bbrown.com
Patricia "Trish" Jenkins, CPSR Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Nicholas "Nick" Van Nostrand Public Risk Specialist	(321) 214-2377	Nicholas.VanNostrand@bbrown.com

Certificate Requests: 179.certificates@bbrown.com

Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred's history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

Preferred's Member Types

Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

Preferred's Comprehensive Coverages

Property	Workers' Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators' Legal Liability

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred's* sole focus on government ensures that members' unique needs are met.

Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

Preferred's Expert Boards Know Your Business

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

Preferred Safety and Risk Management Services

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – Preferred's Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

Property – Inland Marine

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$1,939,468*	Blanket Value Buildings and Contents
Special Property Coverages	
\$1,000,000	Flood
\$1,000,000	Earth Movement
Not Included	TRIA
Inland Marine (Per Schedule Provided)	
Not Included	Blanket Unscheduled Inland Marine***
\$110,000	Communication Equipment***
Not Included	Contractor's / Mobile Equipment***
Not Included	Electronic Data Processing Equipment***
Not Included	Emergency Portable Service Equipment***
Not Included	Fine Arts***
\$219,744	Other Inland Marine
Not Included	Rented, Leased or Borrowed Equipment♦♦
Not Included	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

Deductibles: \$5,000 per Occurrence – Buildings and Contents & Earth Movement

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$35,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine.

\$5,000 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$1,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be scheduled.

Property – Inland Marine

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. **Applies to Option #1:** Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. **Applies to Option #2** Replacement Cost applies to Buildings, Contents and EDP and is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs to Real Property and Personal Property in any one occurrence is the lesser of:
 - a. The cost actually and necessarily expended to repair the damaged property; or
 - b. The cost actually and necessarily expended to replace or rebuild with new materials of like size, kind and quality; or
 - c. The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or
 - d. The value reported on the applicable schedule of values.

This endorsement memorializes the intention of the Covered Party to secure property coverage for a value less than the potential cost to rebuild or replace based on the appraisal on file.

4. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
5. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. Property in the open within 1,000 feet of locations described in a. above,**
 - c. With respects to Inland Marine, at or away from your covered location.
6. No Coinsurance Clause.
7. Certain coverages subject to sub-limits stated in policy.
8. During the current Coverage Agreement period, *Preferred* will not charge an additional premium for **new locations** if the value of a **new location** or total value of all **new locations** at the same physical address that are acquired or newly constructed during the coverage agreement period **is less than \$15,000,000** and if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then premium is due at the time the location is added.
9. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
10. ***Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.**

Property – Inland Marine

Sublimits of Coverage	
Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.	
\$500,000	Accounts Receivable, per occurrence
\$1,000,000	Additional Expense
\$5,000	Animals, annual aggregate
\$500,000	Business Income
\$250,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
\$500,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
\$250,000	Errors and Omissions, per occurrence
\$5,000	Expediting Expense, per occurrence
\$25,000	Fire Department Charges, per occurrence
\$50,000	Fungus Cleanup Expense, annual aggregate
\$25,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
\$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
\$50,000	Personal Property of Employees, per occurrence
\$50,000	Pollution Cleanup Expense, annual aggregate
\$250,000	Preservation of Property, per occurrence
\$20,000	Professional Fees, per occurrence
\$150,000	Property at Miscellaneous Unnamed Locations
\$10,000	Recertification, per occurrence
\$100,000	Service Interruption Coverage, per occurrence
\$250,000	Transit, per occurrence

Property – Inland Marine Major Exclusions

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. **Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Dune walkovers, unless loss is at a covered location and from a specified peril other than collapse. **No wind coverage is afforded for dune walkovers.**
15. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
16. Personal property of volunteers.
17. Underground pipes, unless loss is from a specified peril.
18. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.

Property – Inland Marine Major Exclusions

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Data Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill

“Named Storm” Definition: “...the direct action of wind, **including wind driven water and storm surge** when associated with or occurring in conjunction with a storm or weather disturbance which is named...” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Equipment Breakdown

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	\$1,939,468*
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,000,000
Utility Interruption (24 Hour Waiting Period)	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,000,000
Data or Media	\$250,000
Fungus, Wet Rot, Dry Rot	\$15,000

Deductibles: Same as Property – Building and Contents
24 Hours – Utility Interruption

Notes: *Please note - \$1,939,468 is based on Blanket coverage

Crime

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	\$100,000	\$1,000
Forgery or Alteration Coverage	\$100,000	\$1,000
Theft, Disappearance and Destruction Coverage		
Inside	\$100,000	\$1,000
Outside	\$100,000	\$1,000
Computer Fraud Coverage (Including Funds Transfer)	\$100,000	\$1,000

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

General Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Deductible
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$1,000,000	\$0 Per Occurrence
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	N/A	
Employee Benefits Liability, per Occurrence	\$1,000,000	
Sublimits		
Vicarious Law Enforcement Liability, per Occurrence	\$1,000,000	Same as General Liability
Principle of Eminent Domain Including Inverse Condemnation, “Bert J. Harris, Jr., Private Property Rights Protection Act” per Occurrence / Annual Aggregate.	\$100,000	
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Deadly Weapon Protection

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made

Deadly Weapon Protection – Claims Made		
Retroactive Date: 10/1/2019		
Coverage	Limit	Deductible
Deadly Weapon Event (Including Claims Expenses), per event	\$1,000,000	\$0 Per Event
Deadly Weapon Protection – Sublimits		
Business Interruption	Included	\$0 Per Event
Demolition, Clearance, and Memorialization, per event	\$250,000	
Extra Expense, per event	\$250,000	
Crisis Management	Included	
Property Damage Extension, per event	Included	
Counseling Services, per event	\$250,000	
Funeral Expenses, per event	\$250,000	
Claims Expenses	Included	
Medical Expense, per person	\$25,000	
Accidental Death & Dismemberment, per person	\$50,000	

Notes of Importance:

1. **Coverage limited to scheduled locations only.**
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the District to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
 - owned, leased, rented or occupied by the Covered Party.
 - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.

Deadly Weapon Protection

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Public Officials Liability/Employment Practices Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI:** Claims Made – Duty to Defend

Coverage	Limit	Deductible
Public Officials Liability Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$0 Per Claim
Employment Practices Liability Retroactive Date: Full Prior Acts		
Per Claim	\$1,000,000	\$0 Per Claim
Sublimits		
Employee Pre-Termination Legal Consultation Services		
Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of “Who is an Insured.”
4. Limits of Liability are subject to Florida Statute 768.28.

Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the “Bert J. Harris Jr., Private Property Rights Protection Act” or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers’ Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers’ Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Public Officials Liability/Employment Practices Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Cyber Liability

Term:

October 1, 2023 to October 1, 2024

Company:

Preferred Governmental Insurance Trust (*Preferred*)

Form:

Claims Made – Duty to Defend

Cyber Liability Retroactive Date: 10/1/2011		
Coverage	Limit	Deductible
Policy Limit – Annual Aggregate	\$2,000,000	Per Below
Third Party Liability Coverage		
Privacy & Security Liability, each claim	\$2,000,000	\$25,000
Media Content Services Liability, each claim	\$2,000,000	\$25,000
PCI DSS, sublimit	\$1,000,000	\$25,000
First Party Liability Coverage		
Cyber Extortion & Ransomware, each claim	\$500,000	\$25,000
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000
Data Recovery, each claim	\$2,000,000	\$25,000
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.
Cyber Crime, refer to form for sublimits – Annual Aggregate	\$350,000	\$25,000
Social Engineering Financial Fraud*	\$350,000	\$25,000
Funds Transfer Fraud	\$350,000	\$25,000
Invoice Manipulation	\$350,000	\$25,000
Utility Fraud, refer to form for sublimits – Annual Aggregate	\$350,000	\$25,000
Crypto Jacking	\$350,000	\$25,000
Telecommunications Fraud	\$350,000	\$25,000
System Failure – BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr..
Bricking Coverage, sublimit	\$500,000	\$25,000
Consequential Reputation Loss Period of Restoration	\$500,000 6 Months	12 Hours

*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.

Cyber Liability

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability and Physical Damage

Term:

October 1, 2023 to October 1, 2024

Company:

Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 1 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	7,8,9	\$0 Each Accident
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	N/A	N/A	N/A
Uninsured Motorist	\$100,000	7	N/A
Physical Damage			
Comprehensive (Based on 1 Vehicles)	Per Schedule	7, 8	\$1,000 per Vehicle
Collision (Based on 1 Vehicles)	Per Schedule	7, 8	\$1,000 per Vehicle
Rental Coverage	\$50 per day / \$5,000 Aggregate		N/A
Hired Physical Car Damage	\$35,000		\$1,000 per Vehicle

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. If Physical Damage is a Symbol 7, newly acquired vehicles must be reported in writing within 30 days of purchase in order to be covered for physical damage.
5. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
6. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
7. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

SYMBOL		DESCRIPTION
1	=	ANY "AUTO"
2	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	=	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	=	HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.

Workers' Compensation

Term: October 1, 2023 to October 1, 2024

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

Class Code	Description of Class Code	Estimated Payroll
9012	Building or Property Management – Property Managers and Leasing Agents & Clerical, Salespersons	\$38,980
Total Payroll		\$38,980
Experience Modification		1.00
Estimated Annual Premium		\$2,000

Notes of Importance:

1. The “Estimated Annual Premium” not include safety program and drug-free workplace credits as per Florida Statute 440.
2. Employer’s Limit of Liability is \$1,000,000/\$1,000,000/\$1,000,000.
3. Experience modification factor is subject to verification. This final amount of credit is dependent upon compliance with program requirements.
4. Final premium subject to payroll audit.
5. The expense constant charge has been included.
6. **Payment terms are Annual.**

Premium Recapitulation

Page 1 of 2

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
Preferred Package			
Property including Equipment Breakdown			
Blanket Valuation TIV: \$1,939,468			
Option #1	\$20,049.00	<input type="checkbox"/>	<input type="checkbox"/>
Stated Valuation TIV: \$1,814,000			
Option #2	\$18,844.00	<input type="checkbox"/>	<input type="checkbox"/>
Inland Marine	\$2,638.00	<input type="checkbox"/>	<input type="checkbox"/>
Crime	\$1,000	<input type="checkbox"/>	<input type="checkbox"/>
General Liability	\$9,630.00	<input type="checkbox"/>	<input type="checkbox"/>
Deadly Weapon Protection*	Included		
Public Officials / Employment Practices Liability	\$1,065.00	<input type="checkbox"/>	<input type="checkbox"/>
Cyber Liability	\$1,495.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$1,022.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Physical Damage	\$481.00	<input type="checkbox"/>	<input type="checkbox"/>
Package Payment Plan:	Annual		

***Deadly Weapon Protection Coverage:** Any Event that occurs at a Location which has been specifically leased or loaned by the District to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, **MUST BE reported to AND APPROVED by Preferred PRIOR to event.** The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Workers' Compensation	\$2,000.00	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation Payment Plan:	Annual		

All lines of coverage must be accepted in order to bind coverage with Preferred.

Premium Recapitulation
Page 2 of 2

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

SIGN HERE

(Signature)

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2023. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
10. **With the exception of Workers' Compensation, the total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
15. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

PREFERRED Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2023 – 2024 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.

Notice of Carrier Financial Status

Risk Management Associates, Inc., and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being renewed through **Preferred Governmental Insurance Trust (“Preferred”)**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured:	Bobcat Trail Community Development District
Line of Coverage(s):	Property, Inland Marine, General Liability, Public Officials and Employment Practices Liability, Crime, Cyber Liability, Automobile Liability & Physical Damage, Deadly Weapon and Workers’ Compensation
Policy Number(s):	PK FL1 0504051 23-17 & WC FL10504051 23-08
Policy Period(s):	10/1/23 – 10/1/24
Date of Notice:	8/18/23

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
Financial Size Category: XV to I - Largest to smallest rating

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



Named Covered Party: Bobcat Trail Community Development District

Agreement Number: 10/01/2023 to 10/01/2024

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0504051 23-17

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

☐

a. I hereby reject Uninsured Motorist coverage.

☒

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable)
\$100,000 each accident

☐

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☒

I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

SIGN HERE

Signature _____

Title _____

Name _____

Date _____

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Named Covered Party: Bobcat Trail Community Development District

Effective: 10/01/2023

Termination: 10/01/2024

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

X	Property TIV: \$1,939,468
X	Inland Marine Blanket Unscheduled IM: Not Included Scheduled Inland Marine: \$329,744 Total All Inland Marine: \$329,744
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage
X	Crime
X	General Liability Ratable Payroll: \$38,980
N/A	Law Enforcement Liability Officers: Not Included
X	Professional Liability Employees: 2
X X X	Automobile 1 Units - Auto Liability 1 Units - Comprehensive 1 Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:
N/A	Excess Workers' Compensation Payroll: Not Included
N/A	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
N/A	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

SIGN HERE

Signature _____ Title _____

Name _____ Date _____

Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Seventh Order of Business

7B.

Envera Contract

- 1) Question - Is this a supplement to the existing contract or completely replacing it?
- 2) "During primary period, should any equipment need to be serviced or replaced, Envera will not charge for labor or system parts & materials". Define "primary period" and is there a cost for them showing up to perform the labor?
- 3) The contract states that "Envera will perform systems checks of all cameras on a daily basis". Their systems does this automatically and unless there is no feed or no picture, their system (as I was advised by their tech) will not pick up on a blurred or frozen license plate camera, which is why we had 3 out of 5 license plate cameras down for so many days. It should include how frequent an Envera employee will physically review the line of site on all of their cameras, and what action will be taken such as in communicating with us and fixing the problem.
- 4) Contract reads "Since most issues can be resolved remotely, emergency service requests will be responded to within 24 hours". Respond, as a phone call or physically showing up? The most recent "respond" was "we'll be there next Friday @ 3 pm" then not show up for another 3 days, leaving us without 3 of the 5 license plate cameras for an extra week since the issue was first reported. If they mean a tech at our gates fixing the problem within 24 hours, I think it should be worded more clearly and there should also be a performance clause if they don't meet that requirement such as a financial penalty.
- 5) The contract makes no mention of the Envera communication equipment inside the gatehouse, back gate, inside the pool house & inside the community center. The contract needs to specify who pays for failure of that equipment and if we do, at what rate?
- 6) The contract makes no mention of their equipment that's covered at the front gate that includes 2 license plate cameras, 1 ALPR license plate camera (this is the real expensive one), 3 outdoor bullet cameras, 1 traffic light, it mentions barrier gates but doesn't mention the gate arms like it does in the itemized list of equipment Envera sent me. What happens if there's an issue with any of that equipment?

7) It makes no mention of the costs it would be to repair cameras and equipment in place that are not Envera's (which was noted in the previous contract)

At the front gate, equipment that's not their's are the 2 barrier gates&arms at the exit, and 1 bullet camera

At the back gate, equipment that's not their's includes 1 barrier gate & the 2 black metal gates

At the pool, equipment that's not their's includes 2 bullet cameras

In the community center, equipment that's not their's includes 7 dome cameras (inside)

8) The old contract allowed a 2% discount if we set this up for auto pay. \$5600 a month x 12 months x 5 years is \$336,000. A 2% autopay discount would lower that amount by \$6720 (basically getting 1 of the 60 months free)

9) There is no mention of an early departure from this contract by either party other than saying there's a minimum period of 36 months. The old contract had a REAL nasty penalty (20%) if we gave notice without a cause or chose not to renew. Based on the poor service we've endured from Envera, I think we need specific wording that would allow us to exit this contract even during the 36 month period if Envera's performance continues they way it has been.

The next 3 items are located on the last page of the contract

10) "Deposit due at signing equal to 50% of installation costs and 2 months of monthly services costs prior to Envera scheduling work". This is the exact wording they used on previous contract, and guessing this shouldn't be included since their equipment is already all in place?

11) "If purchasing a Virtual Gate Guard or Access Control System, community will be responsible for providing a list of all residents with addresses, phone numbers and email addresses". What are the chances of this happening and is the CDD allowed to share this information?

12) "Envera's Implementation Team will provide a resident orientation session". Why?



Quote #: Q-12793-1
 Date: 8/16/2023
 Expires On: 9/30/2023

Envera Systems

Next Generation Security
 4171 W Hillsboro Blvd Ste 2
 Coconut Creek, FL 33073
 Phone: (855) 936-8372 | Email: info@enverasystems.com

Prepared for

Bobcat Trail CDD - North Port
 1352 Bobcat Trail
 North Port, Florida 34288

SECURITY CONSULTANT	PHONE	EMAIL
Kim Bittar	+1 9413238944	kbittar@enverasystems.com

Pricing valid with New 5-Year Agreement.
 Envera will lock in rates for the Primary Period of 5 Years.

INSTALLATION INVESTMENT

Installation Investment Total: \$0.00

THIRD PARTY FINANCING OPTIONS

36 Months Financing at 3.99%	Monthly Payment: \$0.00
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- Finance Options Based on Credit Approval
- \$85 Documentation Fee & First Month Required at Signing
- Eligibility subject to credit approval upon receipt of credit application to Canon Financial Services, Inc.
- Finance Application can be found at enverasystems.com/financing

MONTHLY INVESTMENT

Community - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Database Management	\$175.00	\$175.00
Community - Access Control TOTAL:			\$175.00

Main Gate - Virtual Gate Guard

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automated License Plate Technology	\$500.00	\$500.00
547	Per Home (Address) Monitoring - 24 Hours	\$7.00	\$3,829.00

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$216.00	\$216.00
Main Gate - Virtual Gate Guard TOTAL:			\$4,545.00

Main Gate - Access Control Takeover

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$30.00	\$30.00
Main Gate - Access Control Takeover TOTAL:			\$30.00

Main Gate - Barrier Gates

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
2	Service & Maintenance Plan	\$50.00	\$100.00
Main Gate - Barrier Gates TOTAL:			\$100.00

Back Gate - Passive Video Surveillance

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
2	Passive License Plate Camera	\$50.00	\$100.00
2	Passive Standard Camera	\$25.00	\$50.00
1	Service & Maintenance Plan	\$100.00	\$100.00
Back Gate - Passive Video Surveillance TOTAL:			\$250.00

Back Gate - Access Control Takeover

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$30.00	\$30.00
Back Gate - Access Control Takeover TOTAL:			\$30.00

Back Gate - Barrier Gate

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$50.00	\$50.00
Back Gate - Barrier Gate TOTAL:			\$50.00

Pool - Active Video Surveillance

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
2	Actively Monitored Outdoor Camera	\$50.00	\$100.00
1	Service & Maintenance Plan	\$110.00	\$110.00
Pool - Active Video Surveillance TOTAL:			\$210.00

Pool - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$60.00	\$60.00
Pool - Access Control TOTAL:			\$60.00

Community Center - Passive Video Surveillance

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
2	Passive Standard Camera	\$25.00	\$50.00
1	Service & Maintenance Plan	\$75.00	\$75.00
Community Center - Passive Video Surveillance TOTAL:			\$125.00

Community Center - Access Control Takeover

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$25.00	\$25.00
Community Center - Access Control Takeover TOTAL:			\$25.00

Monthly Investment Total: \$5,600.00

SERVICE & MAINTENANCE PLAN

- During Primary Period, should any equipment need to be serviced or replaced, Envera will not charge for labor or system parts and materials.
- During Renewal Periods, should any equipment need to be serviced or replaced, Envera will not charge for labor and will only charge cost for system parts and materials.
- Ground loops are warranted for a period of 90 days and are not included in the Service & Maintenance Plan
- Service Level Commitment
 - Envera will perform system checks of all cameras on a daily basis.
 - Envera will proactively troubleshoot any discovered issues, which may include sending a technician onsite.
 - Since most issues can be resolved remotely, emergency service requests will be responded to within 24 hours.
- Service and Maintenance Plan excludes accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or internet service.

TERMS & CONDITIONS

- Monthly pricing is based on 547 current homes, with a maximum of 547 homes at full build out.
- Package pricing is applied to installation and monthly pricing. Pricing presented in this Quote is based on the purchase of all items as presented.
- Minimum 36-month agreement is required for monthly services (sales tax will be added to all monthly charges).
- Community will be responsible for all costs related to permits, bonds, surveys, drawings or site plan modifications.
- Community will be responsible for all required internet lines with minimum of 5Mbps upload and download speeds for most systems to operate. This may require multiple primary and backup lines throughout the community. Envera's team will work with internet providers to assist Client as necessary.
- Community will be responsible for providing adequate power at all head-end locations.

- Deposit due at signing equal to 50% of installation costs and two (2) months of the monthly services costs prior to Envera scheduling work. 40% of installation will be due within 5 days of Envera beginning installation. Final 10% of installation is due within 5 days of Envera completing installation.
- If purchasing a Virtual Gate Guard or Access Control System, Community will be responsible for providing a list of all residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- If purchasing a Virtual Gate Guard System:
 - *Virtual Gate Guard Monitoring is a per home charge and any additional homes added above those reported in the Qty field above (or at signing) will be charged to the Community at the per home price per month.
 - Installation of the equipment will take approximately six weeks to complete and fully test
 - Envera's Implementation Team will provide a resident orientation session
 - Once the system is activated and on-line, Envera will conduct a "soft opening" giving residents 21 days to get acclimated (Guests will be asked where they are going but no guest will be denied entry)
 - After the soft opening period expires, all guests will be verified before being granted entry into the community
 - Recurring monthly pricing is based on all resident and renters having Envera programmed credentials on their vehicles and unencumbered access to use MyEnvera.com or the MyEnvera App for guest management



ENVERA SERVICES AGREEMENT

"Client": Bobcat Trail Community Development District

"Community": Bobcat Trail

"Premises": 1352 Bobcat Trail, North Port, Florida 34288

"Services": Virtual Gate Guard;Active Video Surveillance;Access Control;Passive Video Surveillance

"Notices": To Envera: Envera Systems, 4171 W Hillsboro Blvd Ste 2, Coconut Creek, FL 33073, info@enverasystems.com

To Client: Bobcat Trail Community Development District, c/o Inframark, 210 N University Dr Ste 702, Coral Springs, Florida 33071

Agreement Date: 8/17/2023

Agreement Number: 00002946

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the Agreement Date by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

- 1 **SERVICES TO BE FURNISHED.** Envera will furnish the following services ("Services") to the Community for the property located at the Premises, as such services are selected above, and subject to the limitations and conditions set forth below in this Agreement:
 - 1.1 Virtual Gate Guard: Envera will install equipment on the Client's Premises to allow for the provision of Monitoring Services and if applicable the gates on the Premises and Database Services (as defined below) in accordance with the Service Level Commitment found at <https://enverasystems.com/servicelevel-v1/>.
 - 1.2 Guard Module Software: Envera will provide the Client with a software license to allow the Client's live guards to access the Security System. If this option is selected, the parties agree to be bound by all of the terms and conditions contained in the "Guard Module Software Agreement" located at <https://enverasystems.com/guardmodule-v1/>.
 - 1.3 Active Video Surveillance: Envera will install cameras with advanced analytics or sensors to provide Monitoring Services to the Premises, and once sensors have been activated, Envera's remotely located operators will have the capability to see, hear, and speak to trespassers. Envera's operators use two way voice communications to request that the trespassers exit the area and will contact local authorities if necessary. Client expressly acknowledges and agrees that the scope of Envera's monitoring duties under this Agreement relate solely to responding to perimeter monitoring detection equipment as described in this agreement and that Envera is not providing twenty-four (24) hour monitoring for the Client's Premises.
 - 1.4 Passive Video Surveillance: Envera will install specialized cameras to record activity on the Premises and store video footage via a network video recorder, and will download requested videos and provide to the Client; active monitoring of video activity is not included.
 - 1.5 Access Control: Envera will install database technology which will be used to grant or deny access to gates and/or doors using PIN numbers, key cards, fobs, vehicle stickers, or bio-metric identifiers (to be specified by Client prior to installation), and will provide Database Services relating to same if selected by the Client.
 - 1.6 Alarm Monitoring: Envera will install an alarm monitoring system that may or may not utilize a two way speaker/microphone device to communicate with the Premises, and provide Monitoring Services of same. In the event an alarm signal is received by the central station, Envera will dispatch authorities as directed in the Client's post orders which the Client shall complete after the Agreement is executed.
 - 1.7 "Monitoring Services" shall mean remote central station monitoring of the motion sensors, alarm sensors, and if applicable the gates on the Premises.
 - 1.8 "Database Services" shall mean assisting the Community with updating the database of owners, residents, and authorized guests thereof in connection with Virtual Gate Guard Services and/or Access Control Services.
 - 1.9 "Repair and Maintenance Services" shall mean maintenance of, and repairs to, the Security System during the term of this Agreement, and shall only be provided if the Client elects to receive those services above. References in this Agreement to the "Security System" shall include all equipment that is installed to provide the Services, as reflected in Exhibit A.
 - 1.10 The Services shall consist only of the performance of the tasks expressly set forth in this Agreement. The Client can request specific post orders or additional requests of Envera; Envera will determine whether or not it can comply with such post orders and requests in its sole discretion, on the basis of its current policies and business practices. Any additional requests made by the Client and agreed to by Envera may entail added one-time or recurring costs that will be subject to Client approval prior to effecting any post orders or additional requests. No services will be considered added unless and until both parties have executed an addendum hereto. Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Security System. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for the failure of any of such transmissions. Envera assumes no liability for delays in the installation or interruptions of Service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of communication methods, and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method(s) utilized by the Security System. The Services do not include provision of utilities for the Security System. During the term of this Agreement, the Client agrees to exclusively use Envera for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity and an electrical connection for operation of the Security System. Envera shall order a primary dedicated internet line on the Client's behalf, with appropriate specifications, and Client agrees that invoices for the connection will be sent to the Client's address identified above. In the event that Virtual Gate Guard Services have been ordered, the Client shall provide a secondary hard-lined internet connection with static IP address and at least 3Mbps upload/download speed. In the event that a secondary hard-lined connection is not available in the Client's geographical area, the Client may contract with an approved wireless SIM router provider. The Client shall be responsible for payment of any fees relating to internet connections ordered hereunder. The Client understands that the performance of a wireless SIM connection is of variable quality. If Envera chooses to assist the Client in obtaining a backup internet connection to serve the Security System, Client further agrees to cooperate with Envera in Envera's effort to obtain such backup connection, and Client agrees that invoices for the backup connection will be sent to the Client's address identified above. In the event that primary and secondary lines fail, the gates at the Premises will, by default, remain in the open position until signal is restored.

2 TERM.

- 2.1 Following execution of this Agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Security System. The "Commencement Date" of this Agreement shall be the date on which Envera notifies Client that Client's Security System has been fully installed, including the initial preparation of the database using Client's information. If Client fails to provide the information required to produce the Client's database, the Commencement Date shall be the date on which Envera provides notice to Client that the Security System has been fully installed and Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information.
- 2.2 The Services to be furnished by Envera will be for a primary period (the "Primary Period") of sixty (60) months commencing on the Commencement Date.

2.3 After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.

3 TERMINATION.

- 3.1 Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 9 below.
- 3.2 Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- 3.3 Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 10 below.
- 3.4 Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.

4 COMPENSATION.

- 4.1 The Client agrees to pay Envera the following fees, which are set forth in the Description of Security System and Installation Fee attached as Exhibit "A" and the Schedule of Fees attached hereto as Exhibit "B" (collectively the "Service Rates"):
- 4.1.1 The Monitoring and Database Services Rates. The parties agree that, to the extent that Virtual Gate Guard Services have been ordered, the Monitoring and Database Service rates that are currently identified on Exhibit "B" are based on the Client's representation that the number of addresses listed are a true representation of existing addresses in the Community that will be registered with Envera. If a greater number of addresses is registered with Envera during the term of this Agreement, the Monitoring and Database Rates will increase by the per home per month price listed in Exhibit "B", with such increase to take place in the month following the registration.
- 4.1.2 The Service & Maintenance Plan Rates.
- 4.1.3 The Standard Rates, which apply when Client has declined to receive Repair and Maintenance Services, or is otherwise responsible for a repair. Please refer to <https://enverasystems.com/standardrates/> for Envera's current rates.
- 4.1.4 The Installation Fee.
- 4.1.5 Video Pull Fees. No fees are charged for video pulls relative to Virtual Gate Guard Services, Passive Video Surveillance Services or Active Video Surveillance Services, however one-time fees, as described at <https://enverasystems.com/video retrieval/>, are chargeable for any video pulls which are requested in a non-native format, or which require greater than one hour to locate.
- 4.1.6 Guard Module Software Fee. A monthly fee payable for the licensing of Envera's Guard Module Software.
- 4.1.7 Client acknowledges that sales tax at the applicable rate shall be payable in addition to the rates set forth on Exhibit "B", and Client agrees to pay those taxes, if any. In addition, the Client agrees to pay for all costs to apply for and obtain any permits required by any state or local agency or body relative to the installation of the Security System, along with costs relating to any bonds, surveys, drawings or site plan modifications for same.
- 4.2 Envera will deliver to Client an invoice at the beginning of each month for the Monitoring and Database Services Rates and Service & Maintenance Plan Rates for the following month, and for any Repair & Maintenance Services provided in the prior month. The invoice will be payable upon receipt by Client. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
- 4.3 The Service Rates shall increase automatically by 5% on each yearly anniversary of the Commencement Date. Each such change in the Service Rates shall be reflected on the Client's invoice for the month in which the Service Rate change occurs. Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect, which increase will be in addition to the automatic increase identified above.
- 4.4 Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the Services, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- 4.5 The Monitoring and Database Service Rate shall be abated during periods where Monitoring Services are not being provided to Client due to a defect in the Security System, but shall not be abated if Monitoring Services are not provided as a result of any failure of the electrical or internet communications system that services the Security System. Client shall receive a prorated credit for such abatement on the next monthly invoice for the period of time beginning when Client notifies Envera that the Security System is not functioning and ending when Envera has repaired or serviced the Security System to correct the reported defect such that the Monitoring Services are being provided to the Community. Client shall not receive a credit pursuant to this paragraph for (i) malfunctions in the Security System that are caused by an act or omission of Client or its residents or employees, or (ii) a defect in the Security System that does not result in a suspension of the Monitoring Services.

5 LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- 5.1 Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above, and further described in this Agreement. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Security System, if such obligation is set forth in this Agreement.
- 5.2 Envera is not the manufacturer of the Security System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Security System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this Agreement to the contrary, where Client purchases a Security System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date. Envera may comply with this obligation by repairing or replacing any defective, covered part with a new or functionally operative component, at its discretion, with such repair or replacement being Client's exclusive remedy for any loss or damage due to breach of the warranty set forth in this subparagraph 5.2.
- 5.3 If the Repair and Maintenance Services are ordered by Client, and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide Standard maintenance and repair services without additional charge to Client for the Primary Period of the Agreement. For the purposes of this Agreement, "Standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Security System. Should any of the equipment need to be serviced or replaced at any time during the Primary Period in connection with a Standard maintenance and repair service, Envera will not charge for labor or system parts and materials. During any Renewal Period, if the Client has elected to receive the Repair and Maintenance Services, any Standard Maintenance and Repair Services conducted by Envera shall be conducted without charge to the Client for Envera's labor, and with any replacement equipment, part, or third-party vendor costs charged to the Client without mark-up. In the event that the Client is receiving Virtual Gate Guard Services, Envera will repair or replace ground loops and related equipment during the 90 day period following the Commencement Date, provided that the ground loop and related equipment was installed by Envera. If the equipment was installed by an entity other than Envera, or the 90 day period has elapsed, Envera will charge the Standard Rates for labor relative to ground loops, and will pass through to the Client its actual cost for any parts, equipment, or third party invoice which is incurred for such repair or replacement. Trip charges may apply. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is Standard or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5.4 below. In the event that the Client has not elected to receive the Repair and Maintenance Services, it shall be charged Envera's Standard Rates.
- 5.4 Repairs to or replacement of the Security System or its components rendered necessary by any of the following events shall not be considered Standard and related costs shall be the responsibility of Client at the Standard Rates: accident; vandalism; flood; water; lightning; fire intrusion; abuse; misuse; an act of God; any casualty, including electricity; unauthorized repairs, modification or improper installation by the Client; or any other cause beyond the control of Envera, including interruption of electrical power, or internet service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.

- 5.5 EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 5.2 HEREOF, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SECURITY SYSTEM (INCLUDING THE INSTALLATION THEREOF), AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. ENVERA DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE SECURITY SYSTEM.
- 5.6 It is understood and agreed by the parties hereto that Envera is providing a Security System and/or Services designed to reduce the risk of loss only; that Envera does not cause any of the adverse events that the Security System or the Services are meant to avert, and that Envera does not guarantee or warrant that no adverse events will occur during the term of the Agreement; that the payments provided for herein are based solely on the value of the Security System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses that may occur in cases of malfunction or nonfunction of any Security System provided by, or serviced by, Envera, that Envera is not liable for losses that may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance, and Client waives and releases Envera from any such damages, claims and losses; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase and maintain such insurance and Client shall look only to its insurer in the event of the occurrence of any adverse event that the Security System or the Services are meant to avert; that Envera offers several levels of protection and services; and that the Security System and/or Services described has been chosen by Client after considering the several levels of protection afforded by various systems and the related costs.
- 6 **INSTALLATION.** Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Security System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances. Client shall not make any modifications to the Security System without first obtaining the written approval of Envera. Client shall be responsible for all costs associated with the removal of any trees, and damage to control wiring, utility wiring or ducting, or other subterranean or hidden facilities that are damaged during installation.
- 7 **EQUIPMENT.** Client acknowledges that, if it is receiving Virtual Gate Guard Services, the Envera Kiosk System™ shall remain the property of Envera and that Client is only licensed to use such equipment during the term of this Agreement. The Client shall own the rest of the components of the Security System, however Envera will retain a security interest in such equipment until the Installation Fee has been paid. Envera may remove the Envera Kiosk System™ upon termination of the Agreement, without the obligation to repair or redecorate any portion of the Client's Premises, and the Client agrees to permit access for that purpose. Envera's removal of property shall not constitute a waiver of the right to collect any amounts that it is due.
- 8 **VIDEO FOOTAGE.** Envera agrees to make archived video footage from the Security System reasonably available to Client, which footage is typically retained by the network video recorder on the Client's Premises for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will: (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers.
- 9 **DEFAULT.**
- 9.1 Default by Client. Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 10 below.
- 9.2 Default by Envera. Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 10 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
- 10 **DAMAGES.**
- 10.1 NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 10.2 In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 9.1 above, Client shall pay to Envera one hundred percent (100%) of the balance due for Services for the remainder of the Primary Period or then-current Renewal Period (or, if the Primary Period has not yet commenced, 100% of the amount which would have been due for the Primary Period, had it commenced), as applicable (the "Liquidated Damages"), in addition to any other amounts then owing. Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement.
- 10.3 In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 9.2 above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4.1.1 above.
- 11 **INDEMNIFICATION.**
- 11.1 To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims, lawsuits, damages or losses asserted by third parties (the "Claims") that arise out of or relate to this Agreement. This provision shall apply to all claims whether based upon negligence (including Envera's negligence), whether active or passive, express or implied contract or warranty, contribution or indemnification, but the indemnification obligation shall not apply to Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Security System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.
- 11.2 Envera agrees to and shall indemnify, defend and hold harmless Client from and against Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Security System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party, or arising out of or relating to any alleged failure to provide Services. Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law.
- 12 **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the systems provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.

- 13 **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested; by facsimile; or by electronic mail to the parties, as set forth in the "Notices" section on the first page hereof. Change of address may be designated by appropriate notice similarly given to the other party herein.
- 14 **LIVE GUARD SERVICES.** In the event that Client retains any third-party live guard service, Envera shall have no responsibility for the actions of such live guard and shall not be obligated to provide the live guard access to the Security System. Client's indemnification obligations set forth in paragraph 11 above shall expressly extend to and include any and all Claims relating to actions or omissions of any live guard.
- 15 **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.
- 16 **MISCELLANEOUS.**
- 16.1 In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals. Moreover, if Envera must take any action to collect any amounts owed hereunder it shall be entitled to its costs of collection, including attorney fees.
- 16.2 This Agreement will be construed and enforced in accordance with Florida law.
- 16.3 This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.
- 16.4 If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
- 16.5 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronic transmission and electronic signatures are acceptable to bind the parties.
- 16.6 The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.
- 16.7 If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.
- 16.8 Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.
- 16.9 This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.
- 16.10 The Client agrees that Envera retains sole authority over the use of and access to the MyEnvera.com website, any database contained on that website, and any information that is uploaded to that website via any Envera mobile device application ("App"). The Client shall not restrict its residents' access to the MyEnvera.com website, or any Envera App, and shall not restrict a resident's ability to modify or update the information contained therein, including guest information. All information that is uploaded by the Client or any resident to the MyEnvera.com website, or by use of any Envera App (the "Database Information"), shall be the sole and exclusive property of Envera. Upon termination or expiration of this Agreement, Client shall not be entitled to view, copy or access the Database Information.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below, the last of which shall be the Agreement Date set forth on the first page hereof.

CLIENT:

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A" - DESCRIPTION OF SECURITY SYSTEM AND INSTALLATION FEE

Equipment previously installed under Agreement No 1527, 1528 and 1529.

Total Installation Fee: \$0.00

50% Installation Fee Due prior to Install of Security System: \$0.00

40% Installation Fee Due within 5 days of Envera advising Client that installation of the Security System has begun: \$0.00

Remaining Balance of Installation Fee Due within 5 days of Envera advising Client that installation of Security System is complete

EXHIBIT "B" - SCHEDULE OF FEES

Upon Commencement, Total Monthly Service Rates replace monthly fees previously under Agreement No 1527, 1528 and 1529.

Community - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Database Management	\$175.00	\$175.00
Community - Access Control TOTAL:			\$175.00

Main Gate - Virtual Gate Guard

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Envera Kiosk System (Envera-Owned) with Automated License Plate Technology	\$500.00	\$500.00
547	Per Home (Address) Monitoring - 24 Hours	\$7.00	\$3,829.00
1	Service & Maintenance Plan	\$216.00	\$216.00
Main Gate - Virtual Gate Guard TOTAL:			\$4,545.00

Main Gate - Access Control Takeover

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$30.00	\$30.00
Main Gate - Access Control Takeover TOTAL:			\$30.00

Main Gate - Barrier Gates

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
2	Service & Maintenance Plan	\$50.00	\$100.00
Main Gate - Barrier Gates TOTAL:			\$100.00

Back Gate - Passive Video Surveillance

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
2	Passive License Plate Camera	\$50.00	\$100.00
2	Passive Standard Camera	\$25.00	\$50.00
1	Service & Maintenance Plan	\$100.00	\$100.00
Back Gate - Passive Video Surveillance TOTAL:			\$250.00

Back Gate - Access Control Takeover

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$30.00	\$30.00
Back Gate - Access Control Takeover TOTAL:			\$30.00

Back Gate - Barrier Gate

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$50.00	\$50.00
Back Gate - Barrier Gate TOTAL:			\$50.00

Pool - Active Video Surveillance

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
2	Actively Monitored Outdoor Camera	\$50.00	\$100.00
1	Service & Maintenance Plan	\$110.00	\$110.00
Pool - Active Video Surveillance TOTAL:			\$210.00

Pool - Access Control

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$60.00	\$60.00
Pool - Access Control TOTAL:			\$60.00

Community Center - Passive Video Surveillance

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
2	Passive Standard Camera	\$25.00	\$50.00
1	Service & Maintenance Plan	\$75.00	\$75.00
Community Center - Passive Video Surveillance TOTAL:			\$125.00

Community Center - Access Control Takeover

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$25.00	\$25.00
Community Center - Access Control Takeover TOTAL:			\$25.00

REPAIR & MAINTENANCE SERVICES: Monthly Service & Maintenance Plan Rates for standard services described in paragraphs 1 and 5 of the Agreement:
ACCEPTED

Total Monthly Service Rates: \$5,600.00

0.00% Sales Tax: \$0.00

Total Monthly Service Rates with Sales Tax: \$5,600.00

0 Month Pre-Payment Deposit Due: \$0.00



ENVERA SERVICES AGREEMENT ADDENDUM

"Client": Bobcat Trail Community Development District
"Community": Bobcat Trail
"Premises": 1352 Bobcat Trail, North Port, Florida 34288

Date: 8/17/2023
Agreement Number: 00002946

This Addendum is made to that certain Envera Services Agreement ("Agreement") for the Premises listed above and entered into by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

- 1 Paragraph 3.2 of the Agreement shall be deleted and the following language included in its place:

The Client may terminate this Agreement without cause by providing at least thirty (30) days written notice to Envera. Envera may terminate this Agreement without cause by providing at least one-hundred-twenty (120) days written notice to the Client. Termination under this paragraph shall be referred to as "Early Termination."

- 2 The Parties agree that the automatic yearly increases in Service Rates, as identified in paragraph 4.3 of the Agreement, shall not apply during the Primary Period of the Agreement. The first such automatic increase shall be applied upon the commencement of the first Renewal Period.

- 3 Paragraph 10.2 of the Agreement is hereby deleted, and the following language is included in its place:

"In the event (i) Client exercises its right to Early Termination without cause, or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 9.1, Client shall pay the following amounts to Envera in addition to amounts for services rendered through the date of termination (the "Liquidated Damages"):

50% of the balance due for Services which remain unpaid for the remainder of the Primary Period, if notice of termination is given during the first year of the Primary Period (or, if the Primary Period has not yet commenced, 50% of the amount which would have been due for the Primary Period, had it commenced);

40% of the balance due for Services which remain unpaid for the remainder of Primary Period, if notice of termination is given during the second year of the Primary Period;

20% of the balance due for Services which remain unpaid for the remainder of the Primary Period or any Renewal Period, if notice of termination is given after the second year of the Primary Period.

Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement."

- 4 The following language shall be added to the end of Paragraph 16.2 of the Agreement:

The parties agree that venue for any proceedings related to or arising out of this Agreement or the Services provided hereunder shall be the court of competent jurisdiction in and for the county in which the Premises is located.

- 5 Paragraph 16.9 of the Agreement shall be deleted and shall be replaced with the following:

This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client; however, in the event that Envera decides to move its monitoring functions, facility or employees to an overseas location during the term of the Agreement, it shall provide notice to Client of same, and Client shall have the right to terminate the Agreement, in the 30 day period following receipt of such notice, with no penalty or requirement to pay the Liquidated Damages.

- 6 Paragraph 16.11 shall be added to the Agreement as follows:

INSURANCE TO BE CARRIED BY ENVERA. Envera shall furnish the Client with a Certificate of Insurance evidencing the following:

- a. Workers' Compensation (Statutory Amounts).
- b. General Liability Coverage in the minimum amount of \$1,000,000.
- c. Comprehensive automobile liability coverage in the minimum amount of:
 - i. Bodily injury by accident \$1,000,000 per person.
 - ii. Bodily injury by accident \$1,000,000 per accident.
 - iii. Property damage by accident \$500,000 per accident

The Client, its Supervisors, Officers, Agents, Employees and Volunteers shall be listed as an additional insured on Envera's liability insurance policies.

- 7 Paragraph 16.12 shall be added to the Agreement as follows:

Envera agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the Client in order to perform the services under the Agreement by doing the following: upon the request of the Client's Custodian of Public Records, providing the Client with copies of or access to public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Envera does not transfer the records to the Client; and upon completion of the Agreement by transferring, at no cost, to the Client all public records in possession of Envera or by keeping and maintaining all public records required by the Client to perform the services. If Envera transfers all public records to the Client upon completion of the

Agreement, Envera shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Envera keeps and maintains public records upon completion of the Agreement, Envera shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's Custodian of Public Records, in a format that is compatible with the information technology systems of the Client.

IF ENVERA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENVERA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS SANDRA DEMARCO, INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071, TEL. 954-603-0033, EXT. 40532, SANDRA.DEMARCO@INFRAMARK.COM.

8 Paragraph 16.13 shall be added to the Agreement as follows:

The Client shall be permitted to request that Envera provide it with reports that demonstrate Envera's compliance with the metric stated in Service Level Commitment of the Agreement. Envera agrees to provide such reports within 10 days of receiving a request for same, at no cost to the Client.

9 Client has certain equipment which has been installed on the Premises prior to entry into this Agreement, listed as follows:

Quantity	Equipment Taken Over	Replacement Equipment	Replacement Cost (Each)
4	Card Reader	HID Card Reader (2" Read Range)	\$279.00
4	Maglock	Low Profile Maglock 750lb Holding Force	\$558.00
4	Exit Push Button	Exit Push Button	\$196.00
4	Motion Sensor	Wireless Motion Sensor	\$240.00

(the "Takeover Equipment").

- 10 Client acknowledges and agrees that, while Envera will use its best efforts to integrate the Takeover Equipment into the Security System, Envera cannot guarantee that the Takeover Equipment and Security System will be compatible.
- 11 The Takeover Equipment shall be considered a part of the Security System for purposes of interpreting the Agreement except that paragraphs 2.1, 5.1, 5.3, and 6 shall not apply to Takeover Equipment.
- 12 In the event Envera determines that any component of the Takeover Equipment is not compatible with the Security System, Client agrees that Envera may replace such component(s) with the equipment identified as replacement equipment above and at the cost set forth therein.
- 13 Repairs to Takeover Equipment shall be performed by Envera on a time-and-materials basis at its standard parts and labor charges as are in effect for all such repair services.
- 14 In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

CLIENT:

Signature: _____

Name: _____

Title: _____

Date: _____

HIDDEN EYES, LLC d/b/a ENVERA SYSTEMS:

Signature: _____

Name: _____

Title: _____

Date: _____

Eighth Order of Business

8A

NOTICE OF MEETINGS
BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Bobcat Trail Community Development District has scheduled the regular meetings for Fiscal Year 2024 at the Bobcat Trail Community Center located at 1352 Bobcat Trail Boulevard; North Port, Florida on the third Thursday of each month at 3:00 p.m. as follows:

October 19, 2023 - November 16, 2023 - December 21, 2023 - January 18, 2024 - February 15, 2024 - March 21, 2024 - April 18, 2024 - May 16, 2024 - June 20, 2024 - July 18, 2024 - August 15, 2024 (6:00 p.m.) - September 19, 2024

The Board of Supervisors of the Bobcat Trail Community Development District has scheduled committee meetings/workshop which are to be held at the Bobcat Trail Community Center as follows:

Infrastructure/Asset Management Committee (CDD Board Workshop) - 1st Tuesday of each month at 3:00 p.m.

Landscape Committee - 2nd Thursday of each month at 3:00 p.m.

Bobcat Trail Master HOA - 4th Wednesday of each month at 3:30 p.m.

One or more members of the Board of Supervisors may be in attendance at the above-listed Committee Meetings/workshops.

The meetings/workshops are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. Meetings/workshops may be continued to a date, time and location to be specified on the record at the meetings/workshops without further publication of notice. The Committee Chair is responsible for posting notices on the CDD bulletin board and website of meeting/workshop changes, delays, cancellations and/or continuations. The Committee Chair is also responsible for meeting/workshop location scheduling (continuations) or notifications (changes, delays or cancellations) prior to any of these actions.

There may be occasions when one or more Supervisors will participate via telephone. Any interested person can attend the meetings/workshops at the above location and be fully informed of the discussions taking place. Any person requiring special accommodations at these meetings/workshops because of a disability or physical impairment should contact the District Management Company, Inframark at (954) 603-0033 at least two (2) calendar days prior to the meetings/workshops. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or 800-955-8771 (TTY)/800-955-8770 (Voice), for aid in contacting the District Office at least two (2) days prior to the date of the meetings/workshops.

Each person who decides to appeal any action taken at the meetings is advised the person will need a record of the proceedings and accordingly, the person may need to ensure a verbatim record of the proceedings is made, including testimony and evidence upon which such appeal is to be based.

Justin Faircloth
District Manager

NOTICE OF MEETINGS
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Justin Faircloth
District Manager