

Cedar Pointe Community Development District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817- 407-723-5900- FAX 407-723-5901

www.cedarpointecdd.com

The regular meeting of the Board of Supervisors of **Cedar Pointe Community Development District** will be held on **Thursday, April 16, 2026, at 11:15 a.m. 14775 Old St. Augustine Road, Jacksonville, FL, 32258**. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956 Passcode: 2536 634 0209 #

Join online: <https://pfmcdd.webex.com/join/carvalhov>

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

General Business Matters

1. Consideration of Minutes of:
 - a) October 16, 2025, Auditor Selection Committee Meeting
 - b) October 16, 2025, Board of Supervisors' Meeting
2. Review of the Letter from the Supervisor of Elections – Duval County *(provided under separate cover)*
3. Consideration of **Resolution 2026-03, Designating Board Member Seats for the Upcoming General Election 2026**
4. Consideration of **Resolution 2026-04, Approving a Preliminary Budget for Fiscal Year 2027 and Setting a Public Hearing** *[suggested date of July 16, 2026]*
5. Review and Acceptance of Fiscal Year 2025 Goals, Objectives and Performance Measures Reporting Form
6. Review and Acceptance of Fiscal Year 2025 Financial Audit Report
7. Ratification of Fiscal Year 2025 Auditor Engagement Letter & Addendum
8. Ratification of Requisition No. 24
9. Ratification of Payment Authorizations 256 – 272
10. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager

- Next meeting: July 16, 2026
- Supervisors Requests and Comments

Adjournment



Cedar Point Community Development District

Consideration of Minutes of the:

- a) October 16, 2025, Auditor Selection Committee Meeting**
- b) October 16, 2025, Board of Supervisors' Meeting**

MINUTES OF MEETING

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION COMMITTEE MEETING MINUTES**

**Thursday, October 16, 2025, at 11:15 a.m.
14785 Old St. Augustine Road, Suite 3,
Jacksonville, FL 32258**

Board Members present at roll call in person via speaker phone:

Susan Calvo	Committee Member	
Thomas Schoonover	Committee Member	
Malcolm Hogan	Committee Member	
Kelly White	Committee Member	
Robin Brown	Committee Member	(via phone)

Also present were:

Vivian Carvalho	District Manager - PFM Group Consulting LLC	
Kwame Jackson	ADM - PFM Group Consulting LLC	(via phone)
Jennifer Glasgow	District Accountant - PFM Group Consulting LLC	(via phone)
Katie Buchanan	District Counsel - Kutak Rock LLP	
Mike Veazey	ICI Homes	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 11:17 a.m. Ms. Carvalho proceeded with roll call. Those in attendance are outlined above.

Public Comment Period

There were no public comments at this time.

SECOND ORDER OF BUSINESS

**Review of Auditing Services Proposal
a. Grau & Associates**

Ms. Carvalho gave an overview of the proposal.

THIRD ORDER OF BUSINESS

Ranking of Auditing Services Proposal

The committee reviewed the rankings.

ON MOTION by Ms. Calvo, seconded by Mr. Hogan, with all in favor, the committee reviewed and accepted the Grau and Associates Auditing Services Proposal.

FOURTH ORDER OF BUSINESS

Adjournment

There were no additional items to come before the committee.

Ms. Carvalho adjourned the meeting of the Auditor Selection Committee.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

MINUTES OF MEETING

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES
Thursday, October 16, 2025, at 11:15 a.m.
14785 Old St. Augustine Road, Suite 3,
Jacksonville, FL 32258**

Board Members present at roll call in person via speaker phone:

Susan Calvo	Chairperson	
Thomas Schoonover	Vice Chairperson	
Malcolm Hogan	Assistant Secretary	
Kelly White	Assistant Secretary	
Robin Brown	Assistant Secretary	(via phone)

Also present were:

Vivian Carvalho	District Manager - PFM Group Consulting LLC	
Kwame Jackson	ADM - PFM Group Consulting LLC	(via phone)
Jennifer Glasgow	District Accountant - PFM Group Consulting LLC	(via phone)
Katie Buchanan	District Counsel - Kutak Rock LLP	
Mike Veazey	ICI Homes	

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The meeting was called to order at 11:15 a.m. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above.

Public Comment Period

There were no public comments.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of Minutes of the July 10,
2025, Rescheduled Board of Supervisors'
Meeting**

The Board reviewed the minutes.

ON MOTION by Ms. Calvo, seconded by Mr. Schoonover, with all in favor, the Board approved the Minutes of the July 10, 2025, Board of Supervisors Meeting.

**Consideration of Resolution 2026-01,
Adopting a Revised Fiscal Year 2025 O&M
Budget**

Ms. Carvalho noted this happens within 60 days of the fiscal year closing. The overall budget does not change, but the line items are amended accordingly based on actual expenses. This is for auditing purposes. Once approved, this is placed on the District's website.

Ms. Calvo noted the District came in approximately \$35,000.00 under budget.

ON MOTION by Mr. Schoonover, seconded by Mr. Hogan, with all in favor, the Board approved Resolution 2026-01, Adopting a Revised Fiscal Year 2025 O&M Budget.

**Consideration of Resolution 2026-02,
Adopting Goals, Objectives, and
Performance Measures and Standards**

Ms. Carvalho noted this is an annual statutory requirement. This is the goals and objectives form for the Fiscal Year 2026. The report is posted on the District's website prior to the end of the calendar year.

ON MOTION by Ms. Calvo, seconded by Mr. Hogan, with all in favor, the Board approved Resolution 2026-02, Adopting Goals, Objectives, and Performance Measures and Standards.

**Consideration of US Bank Fee Increase
Letter**

Ms. Carvalho noted that US Bank has had a fee increase from \$34.50 to \$37.50.

ON MOTION by Ms. Calvo, seconded by Mr. Hogan, with all in favor, the Board approved the US Bank Fee Increase Letter.

Consideration of Recommendation of Auditor Selection Committee

Ms. Carvalho noted that Grau and Associates was ranked number one by the Auditor Selection Committee and the recommendation is to move forward with them for auditing services.

ON MOTION by Ms. White, seconded by Mr. Schoonover, with all in favor, the Board approved the Recommendation of the Auditor Selection Committee.

**Ratification of Payment Authorizations
245 — 255**

Ms. Carvalho stated these are all related to the O&M budget General Fund expenses. These have previously been approved by the Chair and are solely for ratification.

ON MOTION by Ms. Calvo, seconded by Mr. Hogan, with all in favor, the Board ratified Payment Authorizations 245-255.

Review of District Financial Statements

The Board reviewed the District Financial Statements as of September 2025.

ON MOTION by Ms. Calvo, seconded by Mr. Hogan, with all in favor, the Board accepted the District Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No report.

District Engineer – No report.

District Manager – Ms. Carvalho noted that the next meeting is scheduled for January 15, 2026. All calendar invites have been sent out to the Board.

Audience Comments and Supervisors Requests

Ms. Calvo commented regarding the second lift of asphalt. It was noted this is an HOA item, but at the Developer's expense. This will be completed once all construction is complete.

Ms. Brown commented regarding a large pothole at the gate. There was brief discussion regarding the location. It was noted that potholes within the community are HOA responsibility. Mr. Veazey will follow up.

FOURTH ORDER OF BUSINESS

Adjournment

There were no additional items to come before the Board.

On MOTION by Ms. Calvo, seconded by Mr. Hogan, with all in favor, the Thursday, October 16, 2025, Board of Supervisors' Meeting of the Cedar Pointe Community Development District was adjourned at 11:30 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



Cedar Pointe Community Development District

**Review of the Letter from the
Supervisor of Elections – Duval County**
(provided under separate cover)



Cedar Point Community Development District

**Consideration of Resolution 2026-03,
Designating Board Member Seats for
the Upcoming General Election 2026**

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES, AND INSTRUCTING THE DUVAL COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT'S GENERAL ELECTION

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

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the Duval County Supervisor of Elections to conduct the District's General Elections.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Board is currently comprised of the following individuals: Thomas Schoonover, Malcolm Hogan, Susan Calvo, Kelly White, Robin Brown

Section 2. The term of office for each member of the Board is as follows:

<u>Seat</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
Seat 1	Thomas Schoonover	11/2028
Seat 2	Malcolm Hogan	11/2028
Seat 3	Susan Calvo	11/2026
Seat 4	Kelly White	11/2026
Seat 5	Robin Brown	11/2026

Section 3. Seat 3, currently held by Susan Calvo, Seat 4, currently held by Kelly White, and Seat 5, currently held by Robin Brown, are scheduled for the General Election in November 2026.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2026 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor of Elections to conduct the District's General Elections on the ballot of the 2026 General Election. The District understands that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

PASSED AND ADOPTED THIS 16TH DAY OF APRIL 2026.

ATTEST:

**CEDAR POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair



Cedar Point Community Development District

**Consideration of Resolution 2026-04,
Approving a Preliminary Budget for
Fiscal Year 2027 and Setting a Public Hearing**
[suggested date of July 16, 2026]

RESOLUTION 2026-04
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Cedar Pointe Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. SETTING A PUBLIC HEARING; DIRECTING PUBLICATION. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2026
TIME: _____
LOCATION: _____

3. TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET. The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

4. SEVERABILITY; EFFECTIVE DATE. 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. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

ATTEST:

CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A
FY 2027 Proposed Budget



Cedar Pointe CDD

Proposed FY 2027 Budget

PFM Management Services LLC
3501 Quadrangle Blvd Suite 270
Orlando, FL 32817
407-723-5900



EXHIBIT A
Cedar Pointe Community Development District
Fiscal Year 2027 Proposed Annual Operations & Maintenance Budget

	Actual Through 2/28/26	Anticipated March - Sept	Anticipated FY 2026 Total	FY 2026 Adopted Budget	FY 2027 Proposed Budget
Revenues					
Maintenance Assessments	\$ 138,514.65	\$ 2,085.05	\$ 140,599.70	\$ 140,599.70	\$ 140,599.70
Interest Income	165.20	-	165.20	-	-
Net Revenues	\$ 138,679.85	\$ 2,085.05	\$ 140,764.90	\$ 140,599.70	\$ 140,599.70
General & Administrative Expenses					
Supervisor Fees	\$ 800.00	\$ 2,400.00	\$ 3,200.00	\$ 4,000.00	\$ 4,000.00
Public Official Insurance	3,607.00	-	3,607.00	3,828.00	4,328.40
Trustee Services	4,040.63	-	4,040.63	4,100.00	4,100.00
District Management Fees	9,791.65	13,708.35	23,500.00	23,500.00	25,000.00
Disclosure	1,250.00	3,750.00	5,000.00	5,000.00	5,000.00
District Counsel	1,368.38	1,140.32	2,508.70	3,100.00	3,100.00
Assessment Administration	5,000.00	-	5,000.00	5,000.00	5,000.00
Re-amortization Schedule	-	250.00	250.00	250.00	250.00
Audit Fees	-	3,800.00	3,800.00	4,100.00	4,000.00
Arbitrage	-	-	-	1,500.00	500.00
Tax Document Preparation Fee	-	35.89	35.89	15.00	40.00
Legal Advertising	307.00	693.00	1,000.00	1,000.00	1,000.00
Contingency (Repairs / Maintenance / Improvements / Misc)	775.60	2,000.00	2,775.60	20,750.70	19,325.70
Web Site Maintenance	925.00	1,775.00	2,700.00	2,700.00	2,700.00
Dues, Licenses & Fees	175.00	-	175.00	175.00	175.00
Electric	-	437.50	437.50	750.00	750.00
Reclaimed Water	551.68	321.81	873.49	8,400.00	8,400.00
Maintenance of Trees/Wetlands	-	583.33	583.33	1,000.00	1,000.00
General Insurance	4,688.00	-	4,688.00	4,976.00	5,625.60
Crime Insurance	500.00	-	500.00	500.00	600.00
Lake Maintenance	9,255.00	12,957.00	22,212.00	22,525.00	22,525.00
Landscape Contract	4,290.20	6,006.28	10,296.48	23,080.00	11,000.00
Landscape Maintenance (Mulch and Tree Trimming)	-	-	-	-	12,080.00
Office Misc (Phone / Postage / Travel)	14.45	12.04	26.49	350.00	100.00
Total General & Administrative Expenses	\$ 47,339.59	\$ 49,870.53	\$ 97,210.12	\$ 140,599.70	\$ 140,599.70
Net Income (Loss)	\$ 91,340.26	\$ (47,785.48)	\$ 43,554.79	\$ -	\$ -



Cedar Pointe CDD
FY 2027 O&M Proposed Assessment Comparison

Unit Type	2026		2027		Increase / (Decrease)
	O&M Assessment (Gross)		O&M Assessment (Gross)		
Platted Lots	\$ 400.00		\$ 400.00		0.00



Cedar Pointe CDD

Fiscal Year 2027

Budget Item Description

Revenues:

Maintenance Assessments

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as “On-Roll Assessments.”

Off-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected through direct billing are referred to as “Off-Roll Assessments.”

Interest Income

Earnings the district receives from interest on bank accounts or reserve funds during the budget year.

Administrative Expenditures:

Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

Public Officials’ Insurance

Supervisors’ and Officers’ liability insurance.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

District Management Fees

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

Disclosure



Cedar Pointe CDD

Fiscal Year 2027

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Re-amortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Audit Fees

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Arbitrage

Annual computations are necessary to calculate arbitrage rebate liability to ensure the District's compliance with all tax regulations.

Tax Document Preparation Fee

Annual 1099 processing is required to be electronically filed per IRS rules. These are the fee association with the electronic filing.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Contingency

Other expenses incurred throughout the year.

Web Site Maintenance

Website maintenance fee.



Cedar Pointe CDD

Fiscal Year 2027

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

Electric

Electricity to maintain district property.

Reclaimed Water

Water used for irrigation

Maintenance of Trees/Wetlands

Maintenance of trees and wetlands owned by District.

General Insurance

General liability insurance.

Crime Insurance

Crime insurance protects the District from financial loss due to theft, fraud, or other dishonest acts involving district funds or assets.

Lake Maintenance

Maintenance of lake owned by District.

Landscape Contract

Contracted landscaping and Common Area Maintenance within the boundaries of the District.

Landscape Maintenance (Mulch and Tree Trimming)

Contracted Landscape maintenance services including periodic mulch replacement and tree trimming to preserve community appearance, safety, and asset value within District-maintained common areas.

Office Misc (Phone/Postage/Travel)

Other administrative expenses incurred throughout the year. Specifically, bank fees, checks, postage and printing.



Cedar Pointe CDD
Proposed Debt Service Fund Budget
Series 2005A Special Assessment Bonds FY 2027
"Exhibit B"

	<u>Proposed FY 2027</u> <u>Budget</u>
<u>Revenues:</u>	
Special Assessments	\$469,838
Total Revenues	<u><u>\$469,838</u></u>
<u>Expenditures:</u>	
Series 2005A - Interest 11/1/26	\$75,519
Series 2005A - Interest 5/1/27	\$250,000
Series 2005A - Principal 5/1/27	\$75,519
Total Expenditures	<u><u>\$401,038</u></u>
<hr/> <hr/>	
Excess Revenues / (Expenditures)	<u><u>\$68,800</u></u>



Cedar Point Community Development District

Review and Acceptance of Fiscal Year 2025 Goals, Objectives and Performance Measures Reporting Form

**Cedar Pointe Community Development District
Goals, Objectives and Annual Reporting Form**

**Performance Measures/Standards &
Annual Reporting Form**

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No


Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes No

Chair/Vice Chair 
Print Name: Susan Calvo

Date: 10/28/25

District Manager: 
Print Name: VIVIAN CARVALHO

Date: 10/28/2025



Cedar Point Community Development District

Review and Acceptance of Fiscal Year 2025 Financial Audit Report



March 13, 2026

To the Board of Supervisors
Cedar Pointe Community Development District
City of Jacksonville, Florida

We have audited the financial statements of Cedar Pointe Community Development District (“District”) as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated March 13, 2026. Professional standards require that we advise you of the following matters relating to our audit.

We have also examined the District’s compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025 which was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants.

Our Responsibility in Relation to the Financial Statement Audit

Our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process.

However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Any findings regarding significant deficiencies or material weaknesses in internal control over financial reporting, material noncompliance, or other matters noted during our audit, **if any**, are communicated in separate reports included in the District’s financial report—titled *Independent Auditor’s Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards and Management Letter Pursuant to the Rules of the Auditor General of the State of Florida*.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.

With respect to financial statement preparation, the following safeguards are in place:

- Management made all decisions and performed all management functions;
- A competent individual was assigned to oversee the services;
- Management evaluated the adequacy of the services performed;
- Management evaluated and accepted responsibility for the result of the service performed; and
- Management established and maintained internal controls, including monitoring ongoing activities.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management is responsible for selecting and applying appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 2 to the financial statements. There were no new accounting policies adopted and no changes in existing significant accounting policies or their application during the fiscal year, other than those described in Note 2, if any. No matters came to our attention that, under professional standards, we are required to inform you about concerning (1) the methods used to account for significant unusual transactions or (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments normally reflect management's knowledge and experience about past and current events and assumptions about future events.

Certain accounting estimates, if present, may be particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them could differ markedly from management's current judgments.

In connection with our audit, we considered the reasonableness of the accounting estimates used by management. The most sensitive accounting estimate(s) affecting the financial statements **included, as applicable:**

- Management's estimate of the useful lives of capital assets.
- Management's estimate of the liability for employee compensated absences.
- Management's estimate of the Net Other Post-Employment Benefits (OPEB) liability.
- Management's estimate of the Net Pension Liability.

If none of the above estimates or other sensitive estimates were applicable in the current year, this section should be read to indicate that no such significant accounting estimates were identified.

We evaluated the key factors and assumptions used by management to develop the estimate(s) and determined that they were reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the District's financial statements **included, as applicable**:

- Long-term liabilities related to bonds payable and debt service requirements.
- Litigation, claims, and assessments related to pending legal matters; and
- Pension and Other Post-Employment Benefit (OPEB) plan disclosures.

If no such disclosures were identified for the current year, this section should be read to indicate that we did not note any financial statement disclosures involving significant judgment or sensitivity.

Circumstances Affecting the Auditor's Report

Professional standards require us to communicate any circumstances that affect the form or content of our auditor's report. **If applicable**, such circumstances—such as a modification of opinion, an emphasis-of-matter or other-matter paragraph, or a reference to substantial doubt about the District's ability to continue as a going concern—are described in our auditor's report included in the District's financial report. If no such circumstances existed, this section should be read to indicate that our report was unmodified.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Corrected Misstatements

Professional standards require us to communicate all material misstatements identified and corrected during the audit. Management has corrected all misstatements that were identified as a result of our audit procedures. Any such audit adjustments, **if applicable**, are summarized in the accompanying schedule of journal entries. If none were identified, this section should be read to indicate that we did not note any misstatements that were material, individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the District's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

Professional standards require that we obtain certain written representations from management as part of our audit. We have received such representations in a letter. A copy of this letter is available for your review upon request.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

As noted previously in this letter, any current-year findings identified during our audit are communicated in our separate reports titled *Independent Auditor's Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards* and *Management Letter Pursuant to the Rules of the Auditor General of the State of Florida*. If no findings were identified, this section should be read to indicate that we did not note any additional significant matters or findings requiring communication to those charged with governance.

This report is intended solely for the information and use of the Board of Supervisors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.



Grau & Associates

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Cedar Pointe Community Development District
City of Jacksonville, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Cedar Pointe Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 13, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

March 13, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Cedar Pointe Community Development District, City of Jacksonville, Florida ("District") would like to offer the readers of the District's financial statements this discussion and analysis of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$2,165,568).
- The change in the District's total net position in comparison with the prior fiscal year was (\$4,079,701), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$519,228, a decrease of (\$97,483) in comparison with the prior fiscal year. A portion of the total fund balance is restricted for debt service and capital projects and the remainder is unassigned which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management), and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION SEPTEMBER 30,	
	2025	2024
Assets	\$ 522,199	\$ 622,113
Capital assets, net of depreciation	4,399,125	4,702,000
Total assets	4,921,324	5,324,113
Current liabilities	72,174	309,980
Long-term liabilities	7,014,718	3,100,000
Total liabilities	7,086,892	3,409,980
Net Position		
Net investment in capital assets	(2,615,593)	1,596,463
Restricted	392,368	265,391
Unrestricted	57,657	52,279
Total net position	\$ (2,165,568)	\$ 1,914,133

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations and depreciation expense exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2025	2024
Revenues:		
Program revenues		
Charges for services	\$ 550,608	\$ 502,949
Operating grants and contributions	22,127	29,536
Capital grants and contributions	269	3,250,222
General revenues		
Unrestricted investment earnings	440	-
Total revenues	<u>573,444</u>	<u>3,782,707</u>
Expenses:		
General government	63,315	52,199
Maintenance and operations	340,357	213,799
Interest	173,613	186,199
Deferred obligation costs	4,075,860	-
Total expenses	<u>4,653,145</u>	<u>452,197</u>
Change in net position	<u>(4,079,701)</u>	<u>3,330,510</u>
Net position - beginning	<u>1,914,133</u>	<u>(1,416,377)</u>
Net position - ending	<u>\$ (2,165,568)</u>	<u>\$ 1,914,133</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025, was \$4,653,145. The costs of the District's activities were funded primarily by assessments. The increase in expenses is mostly due to the recognition of an accrued obligation due to the Developer during the current fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2025 was amended to reallocate appropriations among line items; total budgeted revenues and total appropriations did not change. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$6,554,627 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$2,155,502 has been taken, which resulted in a net book value of \$4,399,125. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had \$3,090,000 in Bonds outstanding for its governmental activities. In addition, the District had a liability due to the Developer of \$3,924,718. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide property owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Cedar Pointe Community Development District's Finance Department at 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817.

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	Governmental Activities
ASSETS	
Cash	\$ 50,790
Investments	9,838
Interest receivable	1,554
Restricted assets:	
Investments	460,017
Capital assets:	
Depreciable, net	4,399,125
Total assets	4,921,324
 LIABILITIES	
Accounts payable	2,971
Accrued interest payable	69,203
Non-current liabilities:	
Due within one year	240,000
Due in more than one year	6,774,718
Total liabilities	7,086,892
 NET POSITION	
Net investment in capital assets	(2,615,593)
Restricted for debt service	352,576
Restricted for capital projects	39,792
Unrestricted	57,657
Total net position	\$ (2,165,568)

See notes to the financial statements

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

<u>Functions/Programs</u>	<u>Expenses</u>	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 63,315	\$ 63,315	\$ -	\$ -	\$ -
Maintenance and operations	340,357	42,420	-	269	(297,668)
Interest on long-term debt	173,613	444,873	22,127	-	293,387
Deferred obligation costs	4,075,860	-	-	-	(4,075,860)
Total governmental activities	4,653,145	550,608	22,127	269	(4,080,141)
		General Revenues:			
					440
					440
					(4,079,701)
					1,914,133
					\$ (2,165,568)

See notes to the financial statements

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash	\$ 50,790	\$ -	\$ -	\$ 50,790
Investments	9,838	420,252	39,765	469,855
Interest receivable	-	1,527	27	1,554
Total assets	<u>\$ 60,628</u>	<u>\$ 421,779</u>	<u>\$ 39,792</u>	<u>\$ 522,199</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 2,971	\$ -	\$ -	\$ 2,971
Total liabilities	<u>2,971</u>	<u>-</u>	<u>-</u>	<u>2,971</u>
Fund balances:				
Restricted for:				
Debt service	-	421,779		421,779
Capital projects	-	-	39,792	39,792
Unassigned	57,657	-	-	57,657
Total fund balances	<u>57,657</u>	<u>421,779</u>	<u>39,792</u>	<u>519,228</u>
Total liabilities and fund balances	<u>\$ 60,628</u>	<u>\$ 421,779</u>	<u>\$ 39,792</u>	<u>\$ 522,199</u>

See notes to the financial statements

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

Total fund balances - governmental funds		\$	519,228
<p>Amounts reported for governmental activities in the statement of net position are different because:</p>			
<p>Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets in the net position of the government as a whole.</p>			
Cost of capital assets			6,554,627
Accumulated depreciation			(2,155,502)
			4,399,125
<p>Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.</p>			
Accrued interest payable			(69,203)
Deferred obligation			(3,924,718)
Bonds payable			(3,090,000)
			(7,083,921)
Net position of governmental activities			\$ (2,165,568)

See notes to the financial statements

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 105,735	\$ 444,873	\$ -	\$ 550,608
Interest income	440	22,127	269	22,836
Total revenues	<u>106,175</u>	<u>467,000</u>	<u>269</u>	<u>573,444</u>
EXPENDITURES				
Current:				
General government	63,315	-	-	63,315
Maintenance and operations	37,482	-	-	37,482
Debt service:				
Principal	-	240,000	151,142	391,142
Interest	-	178,988	-	178,988
Total expenditures	<u>100,797</u>	<u>418,988</u>	<u>151,142</u>	<u>670,927</u>
Excess (deficiency) of revenues over (under) expenditures	5,378	48,012	(150,873)	(97,483)
OTHER FINANCING SOURCES (USES)				
Transfers in (out)	-	(44,437)	44,437	-
Total other financing sources (uses)	<u>-</u>	<u>(44,437)</u>	<u>44,437</u>	<u>-</u>
Net change in fund balances	5,378	3,575	(106,436)	(97,483)
Fund balances - beginning	<u>52,279</u>	<u>418,204</u>	<u>146,228</u>	<u>616,711</u>
Fund balances - ending	<u>\$ 57,657</u>	<u>\$ 421,779</u>	<u>\$ 39,792</u>	<u>\$ 519,228</u>

See notes to the financial statements

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds	\$ (97,483)
Amounts reported for governmental activities in the statement of activities are different because:	
Depreciation of capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.	(302,875)
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	391,142
Certain accrued obligations not normally expected to be liquidated with expendable available financial resources are not reported in the governmental fund financial statements but are recognized in the government-wide financial statements.	(4,075,860)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>5,375</u>
Change in net position of governmental activities	<u><u>\$ (4,079,701)</u></u>

See notes to the financial statements

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Cedar Pointe Community Development District ("District") was created on November 16, 2004 by Ordinance 2004-970-E of the City of Jacksonville, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board exercises all general powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2025, one of the Board members is affiliated with ICI Homes ("Developer").

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting; however, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on all assessable property within the District. Assessments are levied to pay for the operations and maintenance and debt service of the District. The fiscal year for which annual assessments are levied begins on October 1 and, if collected using the Uniform Method of Collection, with discounts available for payments through February 28 and become delinquent on April 1. Alternatively, the District adopts a resolution providing for the collection dates and directly collects the assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

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

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The District has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are completed and placed in service.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

	<u>Assets</u>	<u>Years</u>
	Infrastructure	25
	Improvements other than buildings	15

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Capital assets (continued)

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report nonspendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2025:

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
US Bank Gcts 0490	\$ 460,017	N/A	N/A
Florida PRIME	9,838	S&P AAAm	Weighted average of the fund portfolio: 47 days
Total Investments	<u>\$ 469,855</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District's investments have been reported at amortized cost above.

External Investment Pool – With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days."

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2025, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2025 were as follows:

<u>Fund</u>	<u>Transfers in</u>	<u>Transfers out</u>
Debt service	-	44,437
Capital projects	44,437	-
	<u>\$ 44,437</u>	<u>\$ 44,437</u>

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>
<u>Governmental activities</u>				
Capital assets, being depreciated				
Infrastructure	\$ 5,028,733	\$ -	\$ -	\$ 5,028,733
Improvements other than buildings	1,525,894	-	-	1,525,894
Total capital assets, being depreciated	<u>6,554,627</u>	<u>-</u>	<u>-</u>	<u>6,554,627</u>
Less accumulated depreciation for:				
Infrastructure	1,421,342	201,149	-	1,622,491
Improvements other than buildings	431,285	101,726	-	533,011
Total accumulated depreciation	<u>1,852,627</u>	<u>302,875</u>	<u>-</u>	<u>2,155,502</u>
Total capital assets, being depreciated, net	<u>4,702,000</u>	<u>(302,875)</u>	<u>-</u>	<u>4,399,125</u>
Governmental activities capital assets	<u>\$ 4,702,000</u>	<u>\$ (302,875)</u>	<u>\$ -</u>	<u>\$ 4,399,125</u>

In connection with the 2005A project, if the amount by which the cost of the 2005A project or portion thereof to be conveyed by the Developer to the District pursuant to the Acquisition Agreement exceeds the amount actually paid by the District for the project or portion thereof from proceeds of the Series 2005A Bonds, it may be determined that deferred obligations exist. Upon completion of the project, certain funds available from the Bonds may be used to pay deferred obligations, as outlined in the Bond Indenture. During the current fiscal year, the District determined that a total liability of \$4,075,860 exists for deferred obligations. In the current fiscal year, \$151,142 was paid to the Developer; therefore, a liability of \$3,924,718 exists at fiscal year-end. See Note 7 for more information.

Depreciation expense was charged to the maintenance and operations function.

NOTE 7 – LONG-TERM LIABILITIES

Series 2005A

On June 7, 2005, the District issued \$6,090,000 of Capital Improvement Revenue Bonds, Series 2005A. The Bonds are due May 1, 2035 with a fixed interest rate of 5.375%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1, commencing November 1, 2005 and principal is to be paid annually on each May 1, commencing May 1, 2006.

The Series 2005A Bonds are subject to redemption at the option of the District prior to maturity. The Bonds are also subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments from lot closings and prepaid \$10,000 of the Series 2005A Bonds. See Note 11 - Subsequent Events for additional call amounts subsequent to the fiscal year end

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is in compliance with those requirements of the Bond Indenture at September 30, 2025.

Developer Liability

As discussed in Note 6, the District acquired certain improvements for the 2005 project from the Developer. A liability balance of \$3,924,718 exists at September 30, 2025 after payments totaling \$151,142 were made in the current fiscal year to the Developer. The balance owed to the Developer is not included in the maturity schedule below.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2025 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2005A	\$ 3,330,000	\$ -	\$ 240,000	\$ 3,090,000	\$ 240,000
Deferred obligation	-	4,075,860	151,142	3,924,718	-
Total	<u>\$ 3,330,000</u>	<u>\$ 4,075,860</u>	<u>\$ 391,142</u>	<u>\$ 7,014,718</u>	<u>\$ 240,000</u>

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 240,000	\$ 166,088	\$ 406,088
2027	255,000	153,188	408,188
2028	265,000	139,481	404,481
2029	280,000	125,238	405,238
2030	295,000	110,188	405,188
2031-2035	1,755,000	293,206	2,048,206
Totals	<u>\$ 3,090,000</u>	<u>\$ 987,389</u>	<u>\$ 4,077,389</u>

NOTE 8 – DEVELOPER TRANSACTIONS AND CONCENTRATION

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

NOTE 11 – SUBSEQUENT EVENTS

Subsequent to fiscal year end, the District prepaid a total of \$30,000 of the Series 2005A Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Special Assessments	\$ 105,477	\$ 105,735	\$ 258
Interest income	-	440	440
Total revenues	105,477	106,175	698
EXPENDITURES			
Current:			
General government	75,044	63,315	11,729
Maintenance and operations	60,433	37,482	22,951
Total expenditures	135,477	100,797	34,680
Excess (deficiency) of revenues over (under) expenditures	(30,000)	5,378	35,378
OTHER FINANCING SOURCES (USES)			
Carry forward surplus	30,000	-	(30,000)
Total other financing sources (uses)	30,000	-	(30,000)
Net change in fund balances	\$ -	5,378	\$ 5,378
Fund balance - beginning		52,279	
Fund balance - ending		\$ 57,657	

See notes to required supplementary information

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2025 was amended to reallocate appropriations among line items; total budgeted revenues and total appropriations did not change. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	9
Employee compensation	\$0
Independent contractor compensation	\$54,763
Construction projects to begin on or after October 1; (\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$300.08 Debt service - \$1,155.08
Special assessments collected	\$550,608
Outstanding Bonds:	
Series 2005A, due May 1, 2035	\$3,090,000

Independent contractors is defined as individuals and entities that receive a 1099.



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Cedar Pointe Community Development District
City of Jacksonville, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Cedar Pointe Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated March 13, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

March 13, 2026



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Cedar Pointe Community Development District
City of Jacksonville, Florida

We have examined Cedar Pointe Community Development District, City of Jacksonville, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Cedar Pointe Community Development District, City of Jacksonville, Florida and is not intended to be and should not be used by anyone other than these specified parties.

March 13, 2026



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Cedar Pointe Community Development District
City of Jacksonville, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Cedar Pointe Community Development District, City of Jacksonville, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated March 13, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 13, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Cedar Pointe Community Development District, City of Jacksonville, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Cedar Pointe Community Development District, City of Jacksonville, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

March 13, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met any of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.



Cedar Point Community Development District

Ratification of Fiscal Year 2025 Auditor Engagement Letter & Addendum

ADDENDUM TO AUDITOR ENGAGEMENT LETTER (“ADDENDUM”)

The following provisions govern the Agreement referenced below:

1. **Background** – The Cedar Pointe Community Development District (“**District**”) notified Grau and Associates (“**Auditor**,” and together with the District, the “**Parties**”) of its intent to enter an agreement with the Auditor for the provision of audit services. In response, the Auditor sent to the District an Engagement Letter for Professional Auditing Services, dated October 20, 2025, attached hereto as **Exhibit A (“Engagement Letter,”** and together with this Addendum, the “**Agreement**”).
2. **Services** - The Agreement sets forth the services and fees or other compensation to be provided for the services. The Auditor agrees to render the audit services in accordance with auditing standards generally accepted and as adopted by the Florida Board of Accountancy. The District maintains a general fund, and may also maintain other funds related to prior tax-exempt bond issuances. As part of the services, and as part of the audit report, the Auditor shall provide, among other things:
 - a. a Management Letter, as required by the Auditor General;
 - b. a report on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements as well as any noncompliance with such that could have a material effect on the financial statements; and
 - c. a statement describing corrective actions to be taken in response to each of the auditor’s recommendations included in the audit report, if any.
3. **Invoices** - All invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement.
4. **Public Records Laws** - The Auditor further agrees to comply with public records laws, such as the requirements under section 119.0701 of the Florida Statutes, to the extent applicable.
5. **E-Verify** - Contractor shall comply with all applicable provisions of Section 448.095, *Florida Statutes*.
6. **Timing** - The Auditor shall take all necessary steps to ensure the audit is completed in a timely fashion so that the audit report may be approved by the District’s Board of Supervisors and filed by June 15th after the end of the fiscal year under review, or such earlier date as required by the applicable trust indenture. The Auditor shall submit a preliminary draft audit report to the District for review no later than May 15 of the fiscal year that follows the fiscal year for which the audit is being conducted. Further, the Auditor shall submit a final audit report to the District for review, no later than June 1 of the fiscal year that follows the fiscal year for which the audit is being conducted. Assuming that the District’s Manager timely provides records within 10 days of a written request from the Auditor, the failure to timely complete the audit shall result in the Auditor forfeiting Fifty Percent (%50) of the Auditor’s fee. In order for the Auditor to deliver the annual audit to the District by June 15th after the end of the fiscal year under review, the District must provide all accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) to the Contractor no later than eighteen (18) weeks prior to June 15th after the end of the fiscal year under review. Throughout the course of the audit, the District’s management must timely provide records within 10 days of a written request from the Auditor. The District’s legal counsel must timely provide a response to the Auditors confirmation request, which is a requirement by the Auditor in order to perform the annual audit in accordance with Generally Accepted Auditing Standards.
7. **Termination** - This Agreement may be terminated for any or no reason upon 5 days prior written notice to the other party. In the event of any termination, the Auditor’s sole remedy shall be to collect any unpaid amounts earned under the Agreement, subject to any offsets that the District may have.
8. **Miscellaneous** - The Engagement Letter and this Addendum constitute the complete and exclusive statement of the Agreement. The Parties understand that this Addendum shall not alter any of the terms of the Engagement Letter except as described herein. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Engagement Letter, this Addendum controls.

Grau & Associates


By: Ben Steets
Its: Partner
Date: 11/3/2025

CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT

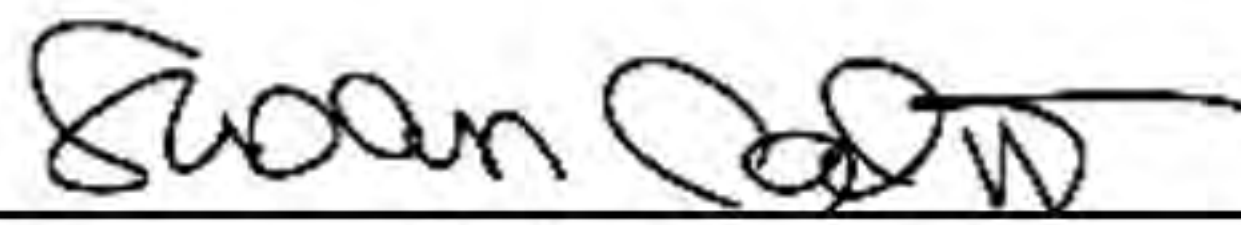

By: Susan Calvo
Its: Chairperson
Date: 11/3/25

EXHIBIT A: Audit Services Engagement Letter

EXHIBIT A:
Audit Services Engagement Letter



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

October 20, 2025

To Board of Supervisors
Cedar Pointe Community Development District
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Cedar Pointe Community Development District, City of Jacksonville, Florida ("the District") for the fiscal year ended September 30, 2025, with the option of two (2) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Cedar Pointe Community Development District as of and for the fiscal year ended September 30, 2025, with the option of two (2) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. The District will provide a statement describing corrective actions to be taken in response to each of our recommendations included in the audit report, if any, and relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

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

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

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING LLC, 3501 QUADRANGLE BLVD., STE 270, ORLANDO, FL 32817, 407-723-5900, RECORDREQUEST@PFM.COM.

This agreement provides for a contract period of one (1) year with the option of two (2) additional one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,800 for the September 30, 2025 audit. The fees for the fiscal years, 2026 and 2027 will not exceed \$3,900 and \$4,000 respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, for fiscal year ended September 30, 2025, we will deliver a draft audit to the District no later than May 1, 2026 and a final audit report no later than June 1, 2026. All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2025 must be provided to us no later than January 15, 2026, in order for us to deliver a draft audit to the District no later than May 1, 2026 and a final audit report no later than June 1, 2026.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Cedar Pointe Community Development District and believe this letter accurately summarizes the terms of our engagement. This letter with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Cedar Pointe Community Development District.

By: 

Title: Chairperson

Date: 11/3/25



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791



Cedar Point Community Development District

Ratification of Requisition No. 24

EXHIBIT A

FORM OF REQUISITION

The undersigned, an Authorized Officer of Cedar Pointe Community Development District (the "District") hereby submits the following-requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of June 1, 2005 (the "Master Indenture"), as amended and supplemented by the June 1, 2005 Supplemental Indenture from the District to the Trustee, dated as of June 1, 2005 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **24**
- (B) Name of Payee: **TW Property Holdings, LLC**
- (C) Amount Payable: **\$41,428.92 plus any accrued interest**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
- (E) Fund or Account and subaccount, if any, from which disbursement to be made: **Deferred Costs.**

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2005 Series Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2005 Project and each represents a Cost of the 2005 Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or the approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**CEDAR POINTE
COMMUNITY DEVELOPMENT
DISTRICT**

By:



Authorized Officer Chairperson

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
AND CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2005 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2005 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Neal Brockmeier, P.E.
Prosser Inc.
District Engineer

**ACQUISITION OF IMPROVEMENTS
CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT
TIDEWATER UNIT FOUR IMPROVEMNETS**

Cedar Pointe Community Development District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817

RE: Cedar Pointe Community Development District
Acquisition of Completed Tidewater Unit Four Improvements

Dear District Manager:

Pursuant to the *Agreement by and Between the Cedar Pointe Community Development District and Cedar Pointe Enterprise, LLC regarding the Acquisition Agreement*, dated June 7, 2005 (“**Agreement**”), by and between the Cedar Pointe Community Development District (“**District**”) and TW Property Holdings, LLC (“**Developer**”) and the *Cedar Point Community Development District Improvement Plan, dated June 6, 2005* (“**Engineer’s Report**” or “**Capital Improvement Plan**”) you are hereby notified that the Developer has completed and wishes to sell (“**Sale**”) to the District certain amenity improvements (“**Improvements**”) as further detailed in **Exhibit A** attached hereto. Subject to the terms of the Agreement, the following terms govern the proposed Sale:

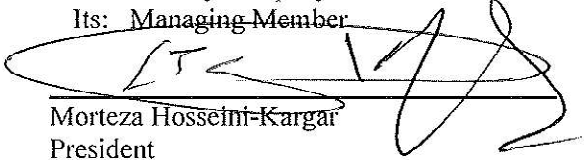
- As consideration for the Sale, and subject to the terms of the Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- The Developer agrees, at the direction of the District, to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, ownership, and operation of the Improvements.

Sincerely,

TW PROPERTY HOLDINGS, LLC, a Florida
limited liability company

By: CC North Central, LLC, a Florida limited
liability company

Its: ~~Managing Member~~


Morteza Hosseini-Kargar
President

Enclosure

cc: District Counsel
District Engineer

EXHIBIT A

Description of Improvements

The Tidewater Unit Four Center Improvements identified in the contract between TW Property Holdings, LLC and W. Gardner, LLC, dated March 7, 2022 for the cost of \$4,578,635.89, excluding those improvements relating to the asphalt paving/road striping and road signage relating to *private right of ways and lot improvements*.

The total value of the improvements is **\$4,075,860.41**.

**ASSIGNMENT OF AGREEMENT BY AND BETWEEN THE CEDAR
POINTE COMMUNITY DEVELOPMENT DISTRICT AND CEDAR
POINTE ENTERPRISE, LLC REGARDING THE ACQUISITION OF
CERTAIN WORK PRODUCT AND INFRASTRUCTURE**

THIS ASSIGNMENT is made and entered into this 10th day of September 2024, by and between:

CEDAR POINTE ENTERPRISE, LLC, an inactive Florida limited liability company, whose address is 2379 Beville Road, Daytona Beach, Florida 32119 (the "Assignor"); and

TW PROPERTY HOLDINGS, LLC, a Florida limited liability company and successor in interest to the Assignor whose address is 2379 Beville Road, Daytona Beach, Florida 32119_ (the "Assignee");

and is joined by the **CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Ordinance 2004-970-E of the City of Jacksonville, Florida (the "District").

RECITALS

WHEREAS, Assignor and the District entered into that certain *Agreement Between the Cedar Pointe Community Development District and Cedar Pointe Enterprise, LLC Regarding the Acquisition of Certain Work Product and Infrastructure* dated June 7, 2005 (the "Agreement"); and

WHEREAS, Assignor has corporately dissolved and desires to transfer its right and obligations under the Agreement to the Assignor as its the success in interest; and

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

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

SECTION 2. ASSIGNMENT. Assignor hereby assigns to Assignee and Assignee hereby assumes all rights and obligations under the Agreement.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment or the Agreement, or any part thereof.

SECTION 4. COUNTERPARTS. This Assignment may be signed in counterparts, which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this assignment the day and year first written above.

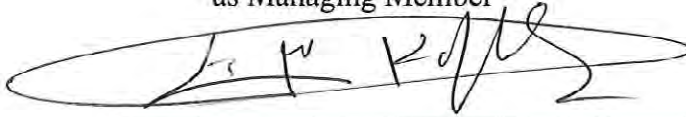
WITNESS:


Name: TERI L. HANSEN

ASSIGNOR:

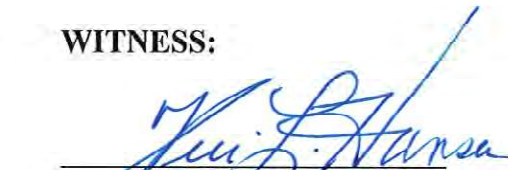
CEDAR POINTE ENTERPRISES, LLC,
a Florida limited liability company _____

By: MHK of Volusia County, Inc.,
a Florida corporation
as Managing Member



Name: Morteza Hosseini-Kargar
Title: President

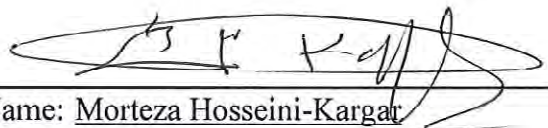
WITNESS:


Name: TERI L. HANSEN

ASSIGNEE:

TW PROPERTY HOLDINGS, LLC,
a Florida limited liability company

By: CC North Central, LLC,
a Florida corporation
as Managing Member



Name: Morteza Hosseini-Kargar
Title: President


CONSENTED TO AND JOINED BY:

WITNESS:


Name: TERI L. HANSEN

DISTRICT:

**CEDAR POINTE COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Name: Kelly White
Its: Chairperson

BILL OF SALE

(CEDAR POINTE CDD - TIDEWATER UNIT FOUR IMPROVEMENTS)

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of Sept. 10, 2024, by **TW Property Holdings, LLC**, a Florida limited liability company, whose mailing address for purposes hereof is 2379 Beville Road, Daytona Beach, Florida 32119 (“**Grantor**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Cedar Pointe Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o PFM Group Consulting, LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

BACKGROUND STATEMENT

This instrument is intended to convey certain property rights related to certain improvements (“**Improvements**”) as further described on the attached **Exhibit A**.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following Improvements and other property interests as described below to have and to hold for Grantee’s own use and benefit forever but only to the extent related to the Improvements (and no more) and in each case without prejudice to or limiting the rights and remedies of Grantor thereunder:

- a. all of the transferable right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits (with the exception of lien waivers), warranties, bonds, claims, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements (and no further); and
- b. Also, the Grantor agrees to convey or cause to be conveyed when finalized any and all transferable site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the improvements described in such subparagraphs, but only to the extent related to the Improvements (and no further).
- c. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor

covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons making the same against the Grantee by or through Grantor.

3. All transfers, conveyances, and assignments made hereunder are made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Improvements. The Grantor hereby assigns, on a non-exclusive basis, to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects in the Improvements, including, but not limited to, any and all warranties and other forms of indemnification with respect to the same (subject to the Developer’s reservations of rights as more fully set forth herein). The Grantee is solely responsible for its use of the Property or interests transferred, conveyed or assigned hereunder on or after the date hereof. The District further agrees not to make revisions or modifications to any transferred, assigned or conveyed work product without prior written permission of design professional responsible for the same and that Developer is released from any liability in connection therewith, but only as to such revision or modification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

5. As consideration for the sale of the Improvements, Grantee agrees to pay the sums set forth in the attached **EXHIBIT A** to the extent proceeds are available and eligible and pursuant to that certain *Agreement by and Between the Cedar Pointe Community Development District and Cedar Pointe Enterprise, LLC regarding the Acquisition Agreement*, dated June 7, 2005 (“**Agreement**”), by and between the Grantor and Grantee.

6. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year first written above.

WITNESS

Teri L. Hansen
Print Name: TERI L. HANSEN

TW PROPERTY HOLDINGS, LLC, a Florida limited liability company

By: CC North Central, LLC, a Florida limited liability company

Its: Managing Member

Morteza Hosseini-Kargar
Morteza Hosseini-Kargar
President

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~ Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of Sept, 2024, by Morteza Hosseini-Kargar, as President of CC North Central, LLC, a Florida limited liability company, as Managing Member of TW Property Holdings, LLC, a Florida limited liability company, on behalf of the company, who is is personally known to me or produced as identification.



[NOTARY STAMP]

Teri L. Hansen
(Official Notary Signature & Seal)

Print Name: TERI L. HANSEN
Notary Public, State of Florida

Exhibit A: Description of Improvements

EXHIBIT A

Description of Improvements

The Tidewater Unit Four Center Improvements identified in the contract between TW Property Holdings, LLC and W. Gardner, LLC, dated March 7, 2022 for the cost of \$4,578,635.89, excluding those improvements relating to the asphalt paving/road striping and road signage relating to private right of ways and lot improvements.

The total value of the improvements is **\$4,075,860.41**.

AFFIDAVIT REGARDING COSTS PAID
(CEDAR POINTE CDD - TIDEWATER UNIT FOUR IMPROVEMENTS)

STATE OF FLORIDA
COUNTY OF DUVAL

I, Morteza Hosseini-Kargar, of **TW Property Holdings, LLC**, a Florida limited liability company ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Morteza Hosseini-Kargar and I have authority to make this affidavit on behalf of Developer as shown below.
3. Developer is the primary landowner and developer of certain lands within the Cedar Pointe Community Development District, a special-purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Cedar Pointe Community Development District Improvement Plan, dated June 6, 2005* ("**Engineer's Report**") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and/or work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and/or work product that have been completed to date and states the amounts that Developer has spent on those improvements and/or work product.
6. No money is owed to any contractors or subcontractors for any work performed on the completed improvements.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the infrastructure improvements and/or work product identified in **Exhibit A**.

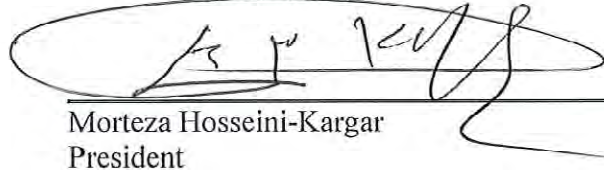
Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

[CONTINUED ON NEXT PAGE]

Executed this 10th day of Sept, 2024.

TW PROPERTY HOLDINGS, LLC, a Florida
limited liability company

By: CC North Central, LLC, a Florida
limited liability company
Its: Managing Member



Morteza Hosseini-Kargar
President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 10th day of Sept., 2024, by Morteza Hosseini-Kargar,
as President of CC North Central, LLC, a Florida limited liability company, as Managing
Member of TW Property Holdings, LLC, a Florida limited liability company, on behalf of the
company, who is is personally known to me or produced
as identification.



[NOTARY STAMP]



(Official Notary Signature & Seal)

Print Name: TERI L. HANSEN
Notary Public, State of Florida

Exhibit A: Description of Improvements

EXHIBIT A

Description of Improvements

The Tidewater Unit Four Center Improvements identified in the contract between TW Property Holdings, LLC and W. Gardner, LLC, dated March 7, 2022 for the cost of \$4,578,635.89, excluding those improvements relating to the asphalt paving/road striping and road signage relating to private right of ways and lot improvements.

The total value of the improvements is **\$4,075,860.41**.

PREPARED BY AND RETURN TO:

Katie S. Buchanan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

Property Appraisers Parcel I.D.: 159942-4760; 159942-4770; 159942-4770
Consideration: None/Gift of Common Areas
Documentary Stamp Taxes: see legend below

SPECIAL WARRANTY DEED

[Tidewater Unit Four]

THIS SPECIAL WARRANTY DEED is made this 10th day of Sept, 2024, by **TW PROPERTY HOLDINGS, LLC**, a Florida limited liability company¹, whose mailing address for purposes hereof is 2379 Belville Road, Daytona Beach, Florida 32119 (“Grantor”) to **CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT**, a special-purpose unit of local government established under Chapter 190, Florida Statutes, whose address 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (“Grantee”).

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee’s successors and assigns, forever, the land lying and being in Duval County, Florida, as more particularly described in **Exhibit A** attached hereto and made a part hereof (“Property”):

SUBJECT, HOWEVER, to all matters, restrictions, easements, encumbrances, limitations, reservations and covenants of record, if any, but this reference shall not operate to reimpose the same, together with taxes for 2023 and subsequent years (if any), and all applicable governmental, zoning and land use regulations.

TOGETHER, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee’s successors and assigns in fee simple forever.

¹ Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

And Grantor hereby covenants with and warrants to Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other, provided however that the Property is conveyed subject to existing easements, covenants, restrictions and other matters of record. Grantee hereby covenants and agrees that it shall assume and perform the obligations set forth in all such recorded instruments insofar as they relate to the Property.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

WITNESSES

TW PROPERTY HOLDINGS, LLC,
a Florida limited liability company

By: *Teri L. Hansen*
Name: TERI L. HANSEN
Address: 2379 Beville Road
Daytona Beach, FL 32119

By: CC North Central, LLC, a Florida
limited liability company
Its: Managing Member

Morteza Hosseini-Kargar

By: *Joanne Schmieder*
Name: JOANNE SCHMIEDER
Address: 2379 Beville Road
Daytona Beach, FL 32119

Name: Morteza Hosseini-Kargar
Title: President

STATE OF FLORIDA
COUNTY OF VOLUSIA _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of Sept, 2024, by MORTEZA HOSSEINI-KARGAR, as the President of CC North Central, LLC, Managing Member of TW Property Holdings, LLC, on behalf of the company, who is personally known to me or produced _____ as identification.

NOTARY SEAL



Teri L. Hansen
Notary Public, State and County Aforesaid
Print Name: TERI L. HANSEN
Commission No.: HH521887
My Commission Expires: May 21, 2028

Exhibit A: Property

Exhibit A

Property

Tracts C-1, C-2, and C-3, *Tidewater Unit Four*, according to the plat thereof as recorded in Plat Book 81, Pages 75 through 85, of the Official Records of Duval County, Florida.

**ACKNOWLEDGMENT AND RELEASE
(CEDAR POINTE CDD - TIDEWATER UNIT FOUR CENTER IMPROVEMENTS)**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made this 30th day of August, 2024, by **W. Gardner, LLC**, a Florida limited liability company, having offices located at 4929 Atlantic Boulevard, Jacksonville, Florida 32207 (“Contractor”), in favor of the **Cedar Pointe Community Development District** (“District”), which is a local unit of special-purpose government situated in Duval County, Florida, and having offices located at c/o PFM Group Consulting, LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 and **TW Property Holdings, LLC**, with offices located 2379 Beville Road, Daytona Beach, Florida 32119, as a Third Party Beneficiary (“Developer”).

RECITALS

WHEREAS, pursuant to the contract between TW Property Holdings, LLC and W. Gardner, LLC, dated March 7, 2022, for the cost of \$4,578,635.89 (“Contract”), Contractor has constructed for Developer certain improvements, as described in **Exhibit A** (“Improvements”); and

WHEREAS, Developer intends to convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired from Developer the Improvements constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Improvements for the same. However, the District’s acquisition of the Improvements and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto. Contractor hereby consents to the assignment, transfer and conveyance (if and as applicable) of the Improvements and the Contract in whole or in part (and any rights thereunder) as more particularly described herein. In the event any assignment of the Contract or rights thereunder is accomplished hereby or otherwise made in connection with the Improvements, Contractor recognizes that the same shall be partially limited to the Contract as it pertains to the Improvements and that the Contract shall otherwise remain in full force and effect as it pertains to any work or improvements not constituting the Improvements.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission, in whole or in part by Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as Cost to Complete Improvements ("Retainage") in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

SECTION 6. THIRD PARTY BENEFICIARY. The Third Party Beneficiary shall have the right to rely on the acknowledgments and representations of the Contractor contained herein. The Third Party Beneficiary shall also have the same right of indemnification provided to the District by Section 4 herein.

[CONTINUED ON NEXT PAGE]

SECTION 7. EFFECTIVE DATE. This Release shall take effect upon execution.

W. GARDNER, LLC

[Signature]
By: ELLIOT JONES
Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of August, 2024, by Elliot Jones, as President of W. Gardner, LLC, on its behalf, who is personally known to me or has produced _____ as identification.

[Signature]
(Official Notary Signature & Seal)

Print Name: Joy E. Jones
Notary Public, State of Florida

[NOTARY STAMP]

Exhibit A Description of Improvements

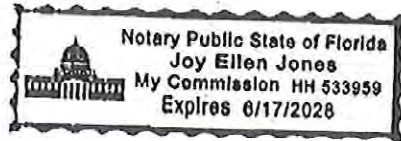


EXHIBIT A

Description of Improvements

The Tidewater Unit Four Center Improvements identified in the contract between TW Property Holdings, LLC and W. Gardner, LLC, dated March 7, 2022 for the cost of \$4,578,635.89, excluding those improvements relating to the asphalt paving/road striping and road signage relating to private right of ways and lot improvements.

The total value of the improvements is **\$4,075,860.41**.

**CERTIFICATE OF DISTRICT ENGINEER
FOR ACQUISITION OF IMPROVEMENTS**

(CEDAR POINTE CDD - TIDEWATER UNIT FOUR IMPROVEMENTS)

September 5, 2024

Board of Supervisors
Cedar Pointe Community Development District

Re: Cedar Pointe Community Development District (Duval County, Florida)
Assignment of Improvements

Ladies and Gentlemen:


The undersigned, a representative of Prosser, Inc. ("**District Engineer**"), as District Engineer for the Cedar Pointe Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acceptance of certain improvements within the District ("**Improvements**") as identified in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated June 6, 2005 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. To the best of my knowledge and belief, the Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

PROSSER, INC.

By: 
Print Name: Neal Brockmeier
Its: Vice President, Civil Engineering

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of September, 2024, by Neal Brockmeier, as Vice President of Prosser, Inc., on its behalf, who is personally known to me or has produced FL Driver License as identification.


(Official Notary Signature & Seal)
Print Name: Donna Morrow
Notary Public, State of Florida

[NOTARY STAMP]

DONNA MORROW
Notary Public, State of Florida
My Comm. Expires 05/31/2025
Commission No. HH136000

EXHIBIT A

Description of Improvements

The Tidewater Unit Four Center Improvements identified in the contract between TW Property Holdings, LLC and W. Gardner, LLC, dated March 7, 2022 for the cost of \$4,578,635.89, excluding those improvements relating to the asphalt paving/road striping and road signage relating to private right of ways and lot improvements.

The total value of the improvements is **\$4,075,860.41**.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of March, 2022 between TW Property Holdings, LLC, with its principal place of business at 2379 Beville Road, Daytona Beach, FL 32119, hereinafter referred to as the "Owner" and W. Gardner, LLC, with its principal place of business at 4929 Atlantic Blvd., Jacksonville, FL 32207, hereinafter referred to as the "Contractor".

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid by the Owner to the Contractor, receipt of which is hereby acknowledged, and in further consideration of the mutual promises, covenants, and agreements hereinafter contained, it is covenanted, stipulated and agreed by and between the parties hereto as follows, to-wit:

ARTICLE 1 - THE WORK

The Work shall consist of providing all labor, material, equipment, construction surveying, testing and As-Built record plans to complete site work of Tidewater Phase 4. Said improvements shall be acceptable to Duval County and any other governing entity having authority over the Work. This work shall include, but not be limited to the following:

- Exhibit A-Plans
- Exhibit B-W. Gardner, LLC Bid Proposal

All in accordance with the Contract Documents as defined herein. The Work shall be performed in strict accordance with the Contract Documents.

ARTICLE 2 - ENGINEER

The Engineer for this project is Dunn & Associates, Inc. or any successor Engineer who may be appointed by Owner.

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

TIME IS OF THE ESSENCE. The Work to be performed under this Contract shall be commenced by the Contractor within 10 days after written notification to Contractor to commence by Owner, shall be diligently prosecuted to completion in accordance with the Construction Schedule. Contractor shall not enter upon the job site or commence any work until the notice to commence work has been issued by the Owner to the Contractor.

ARTICLE 4 - CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in this Contract Agreement, in current funds, the Contract Sum of (Four Million Five Hundred Seventy Eight Thousand Six Hundred Thirty Five Dollars Eighty Nine Cents) (\$4,578,635.89).

The parties intend that this Agreement is a "Lump Sum" contract and there shall be no adjustment to the Contract Sum unless the parties mutually agree to alter the scope of the Work.

Adjustments to this fixed Contract Sum shall be made only for changes to the scope of work as authorized by Change Order with compensation for said adjustments, if any, to be

necessary, Issue joint checks to the Contractor and Contractor's sub-contractors and/or materialmen.

ARTICLE 7 - ENUMERATION OF CONTRACT DOCUMENTS

7.01 The Contract Documents are enumerated as follows:

1. Construction Schedule
2. List of Subcontractors
3. Any Addenda issued prior to the execution of this Agreement
4. Any Change Orders and written interpretations of the Contract Documents issued by the Owner.

These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 9.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

7.02 Contractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes and professional standards.

7.03 The Contract Documents shall be signed in not less than duplicate by the Owner and the Contractor. If either the Owner or the Contractor do not sign the Drawings, Specifications, or any of the other Contract Documents, the Owner shall identify them. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local and special conditions under which the Work is to be performed, including all structural, surface and subsurface conditions.

7.04 The term Work as used in the Contract Documents includes all labor including supervision necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

7.05 The Owner will be, in the first instance, the interpreter of the requirements of the Contract Documents.

7.06 The Owner will have authority to reject Work which does not conform to the Contract Documents.

ARTICLE 8 - OWNER

8.01 If the Contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

8.02 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract, the Owner may, after seven (7) days written notice vis e-mail addressed to the Project Manager of W. Gardner, LLC and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then and thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 9 - CONTRACTOR

9.01 Contractor warrants that it is authorized to do business in the State of Florida and properly licensed by all necessary authorities and entities having jurisdiction over it and over the Work and that its execution of this Agreement and its performance thereof are within its duly authorized powers.

9.02 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract provided the Contractor uses good construction practices not inconsistent with the plans and specifications hereunder. The Contractor shall perform the Work on a regular and continual basis.

9.03 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

9.04 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

9.05. The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of a good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective and shall be replaced by the Contractor at its own expense upon demand of the Owner.

9.06 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.

9.07 The Contractor shall give all notices and agrees to comply with all laws, permits, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the Owner if the Drawings and Specifications are at variance therewith.

9.08 The Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

9.09 The Contractor shall submit to Owner for review and approval all samples and shop drawings. The Work shall be in accordance with approved samples and shop drawings.

9.10 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall leave the Work clean and neat in appearance, except as otherwise specified. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor.

9.11 The Contractor is responsible for coordination the identification and relocation of any existing privately owned or municipal underground or above ground cables, pipes, or structures that may be required to complete the Work. All such relocation work shall be coordinated with the applicable municipality or company.

9.12 The Contractor agrees to coordinate and pay for all surveying work, testing and "As-Built Plans" required by the Contract Documents and Governmental regulations or authority.

9.13 The Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees and costs arising out of or resulting from the performance of the Work,

provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and including damage to any facility or equipment affixed to or underneath the site or adjacent property, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 9.12 shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 9.13 shall not extend to the liability of the Engineer, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specification, or (2) the giving of or the failure to give directions or instructions by the Owner, his agents or employees provided such giving or failure to give is the primary cause of the injury or damages. The Indemnity contained in this paragraph extends to any damage claim or loss resulting from damage to underground equipment or facilities owned or maintained by any public or private utility, such as electric or telephone cables and water, gas, or sewer pipe.

9.14 Contractor shall file a "Notice of Intent to Use Generic Permit For Stormwater Discharge From Large and Small Construction Activities" with the Florida Department of Environmental Protection for this project. Contractor shall be required to comply with all provisions of the Generic Permit including but not limited to:

1. Provide such erosion and sediment control measures as may be necessary to prevent discharge of pollutants from the site from the start of construction until the final ground cover has been established.
2. Employ a DEP certified inspector to make weekly inspections / reports of the condition of erosion and sediment control measures.
3. Employ a DEP certified inspector to make inspections / reports of the condition of erosion and sediment control measures within 24 hours of every rainfall event exceeding one-half inch.
4. Maintain all erosion and sediment control measures throughout construction.
5. Add erosion and sediment control measures as site conditions change.
6. Abide by all the requirements and conditions set forth by the National Pollution Discharge Elimination System (NPDES) guidelines.

Contractor agrees by signing this contract agreement that, under penalty of law, the Contractor understands, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities, and the Stormwater Pollution Prevention Plan (SWPPP). The specific permit and permit number, showing these said guidelines, is referenced in Article 7 of this contract agreement. Contractor agrees to be held accountable for all of the requirements associated with this permit and any fines that may be encountered under this permit until released by owner, in writing.

ARTICLE 10 - SUBCONTRACTS

10.01 A Subcontractor is a person who has a direct contract with the Contractor to perform any of the work on the site.

10.02 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall furnish to the Owner in writing, at the time of their bid together with their bid form, a list of the names of Subcontractors proposed for the

principal portions of the Work. The Contractor shall not employ a Subcontractor to whom the Owner may have a reasonable objection. Contracts between the Contractor and the Subcontractor (or the Subcontractor and its Sub-subcontractor at any time) shall be in accordance with the terms of this Agreement and shall include the provisions which:

- a. require that such Work be performed in accordance with the requirements of the Contract Documents;
- b. require the Subcontractor to carry and maintain insurance coverage in accordance with the Contract Documents, and to file certificates of such coverage with the Contractor;
- c. require any Subcontractor who serves a notice to Owner to submit certificates and waivers of liens for work completed or materials supplied by it as a condition to the disbursement of the progress payment next due and owing;
- d. require each Subcontractor to furnish to the Contractor in a timely fashion all information necessary for the preparation and submission of the reports required herein;
- e. require that each Subcontractor continue to perform under its subcontract in the event the Contract is terminated and the Owner shall take an assignment of said subcontract and request such Subcontractor to continue such performance;
- f. require each Subcontractor to remove all debris created by its activities; and

10.03 The Contractor shall pay each Subcontractor the amount due under the subcontract after receipt of payment from the Owner as provided in the subcontract documents. The Contractor shall also require each Subcontractor to make similar payments to his sub-subcontractors. If, due to a dispute, the Contractor does not make such payment to the Subcontractor or material suppliers, the contractor shall immediately bond the payment due and provide a copy of the Owner.

ARTICLE 11 - SEPARATE CONTRACTS

The Owner has the right to let other contracts in connection with the Work and the Contractor shall properly cooperate and coordinate schedules with any such other contractors.

ARTICLE 12 - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.01 The Contract shall be governed by the law of the place where the Project is located and both parties agree to adhere to such laws.

13.02 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Contractor shall not assign its interest in the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner and any attempt to do any of the foregoing shall be void.

15.03 No payments whatsoever shall be made to Contractor on account of any materials or equipment stored on the job site. Payments shall be made only for materials or equipment incorporated in the Work. Any materials stored on the job site by Contractor shall be the property of Contractor until installed by him and paid for by Owner. Any loss, damage or destruction of materials or equipment stored on the site shall be the sole responsibility of Contractor.

15.04 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 15 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor; or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

15.05 No progress payment, nor any partial or entire use of occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

15.06 Final payment shall not be due or paid until the Contractor has delivered to the Owner its affidavit as described in Section 713.08(3)(d) 1, Florida Statutes, and a complete release or waiver of all liens arising out of this Contract or in the Owner's discretion receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien, or any other document it deems appropriate and the work has been accepted, in writing, by the applicable governing authorities. The affidavit specified above shall be furnished whether or not required by Chapter 713, Florida Statutes.

15.07 The Contractor and any of his Subcontractors shall give and the Owner is entitled to receive a properly executed partial waiver of lien, in recordable form, on a form and with execution thereof acceptable to the Owner for all Work that the Contractor and Sub-contractors have been paid for. Owner shall be entitled to such partial waivers of lien immediately upon payment of this Work, or any other document it deems appropriate.

15.08 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens; (2) faulty or defective Work appearing after Substantial Completion; (3) failure of the Work to comply with the requirements of the Contract Documents; or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

ARTICLE 16 - PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of or loss to (1) all employees on the Work and other persons who may be affected thereby; (2) all Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto of every kind and description both personally and really including damage to underground equipment or facilities owned or maintained by any public or private utility, such as electric or telephone cables and water, gas, or sewer pipe, and protection of existing specimen trees lying outside the limits of vegetation removal required by the Construction Plans. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractors, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or the acts or omissions of the Owner or anyone employed by either of

The Contractor shall promptly correct any Work that fails to conform to the requirements of the Contract Documents or governing authority during the progress of the Work and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of final payment to the Contractor. The Contractor will deliver to Owner any and all written guarantees received from suppliers and/or manufacturers on materials and equipment, i.e. pumps, electric panels, etc. If the Contractor fails to correct defective or nonconforming work, the Owner may correct it in accordance with Paragraph 8.02 hereof. The cost of all corrective work shall be borne by Contractor.

ARTICLE 24 - TERMINATION BY THE CONTRACTOR

If the Owner fails to make a required progress payment for a period of thirty days after the due date, the Contractor may, upon seven days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages, provided, however, that such amount does not exceed the contract price less amounts paid Contractor.

ARTICLE 25 - TERMINATION OR SUSPENSION BY THE OWNER

25.01 If the Contractor files for bankruptcy, or if a bankruptcy petition is filed against Contractor and not dismissed within 30 days, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or fails to perform the Work on a regular and continual basis in the sole judgment of Owner, or abandons the project for a period of ten (10) consecutive calendar days, or persistently disregards laws, ordinances, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, three days written notice, terminate the employment of the Contractor, and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

25.02 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

25.03 The Owner shall have the right in its sole discretion, to either suspend prosecution of the Work or to terminate the Work as a result of any adverse action taken or threatened by any governmental agency against the Owner, Contractor, or the project or as a result of any legal, equitable or administrative action brought to enjoin or otherwise interfere with Owner and the completion of the project. Any such suspension or termination of Owner shall become effective seven (7) days after written notice from Owner to Contractor. In the event of a suspension under this Sub-article 25.03, Contractor agrees to recommence Work within ten (10) days after written notice to do so from Owner, providing, however, Contractor is not required to recommence such Work if the suspension exceeds thirty (30) consecutive days. In the event of any termination or a suspension which exceeds thirty (30) days under this Sub-article 25.03, the Contractor shall have the right to be compensated for Work previously authorized and completed in accordance with the Contract Documents as stated in Article 24 providing Contractor has not been in violation or breach of this Agreement.

25.04 In the event of a Dispute under paragraph 22.03 (as amended) or in any Dispute between Owner and Contractor as to an amount due to or from Contractor, the matter may be submitted to the Engineer by either party. If the Engineer fails to make a determination within five (5) days after a matter is submitted or if either Owner or Contractor is unwilling to be bound by such determination, then such dissenting party shall

promptly notify the other party in writing. Prior to acceptance of final payment, either party may initiate litigation to determine the issue or issues in the Circuit Court, Seventh Judicial Circuit in and for Volusia County, Florida, which shall be the sole venue for any and all actions arising out of or related to this Contract. Unless notification is timely given and litigation is timely commenced, the Engineer's decision shall be final. Nothing Herein shall prevent the parties from suspending this provision by agreeing in writing to mediation or arbitration. In any action, arbitration or mediation arising out of or under this Contract, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred in the determination and/or enforcement of its rights under this Contract.

ARTICLE 26 - NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or application for employment because of race, creed, color or national origin.

ARTICLE 27 - PARTIAL INVALIDITY

The invalidity or illegality of any paragraph or portion thereof of this Contract shall not affect the remaining paragraphs of this Contract, which paragraphs shall remain in full force and effect.

ARTICLE 28 - SINGULAR AND PLURAL FORMS

Whenever the context of the Contract so requires or admits any singular form shall be construed to be plural and any plural form as being singular.

ARTICLE 29 - GENDER

Whenever any gender is used in the Contract, the gender shall be deemed to include the masculine, feminine, and neuter forms, as the sense so requires.

ARTICLE 30 - ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties hereto, relative to the subject matter of this Agreement and may not be altered or modified except in writing executed by both parties hereto, unless otherwise herein provided.

ARTICLE 31 - FINANCING CONTINGENCY

The Owner's obligation to proceed under this Contract is subject to and contingent upon Owner receiving a financing commitment or commitments for the project acceptable to it, in its sole discretion, and upon the satisfactory closing of any such financing arrangements and funding thereunder. It is agreed and understood that in the event Owner does not receive, or having received does not close upon financing arrangements acceptable to it in its sole discretion, then in that event it need not proceed with any work hereunder and may terminate this Contract without liability upon written notice to Contractor.

The Contractor shall cooperate with Owner and Owner's lender to execute and deliver such documents as Owner's lender may reasonably request in connection with Owner's financing for construction of the Project, provided that such documents are customarily required.

It is agreed and understood that this Contract may be amended with respect to the scope of the Work or otherwise in connection with any requirements of Owner's lender, and Contractor agrees to amend this Contract if so requested by Owner.

PROPOSAL
FOR
Tidewater Unit 4

131 LOT RESIDENTIAL DEVELOPMENT
LOCATED IN DUVAL COUNTY, FLORIDA

ENGINEER: DUNN & ASSOCIATES, INC.
Attn: Vince Dunn, P.E.
Phone: (904) 363-8916

FOR
TW Property Holdings, LLC
DEVELOPER

TO BE SUBMITTED BY 4:00 P.M. on May 14, 2021
(via email: vdunn@dunneng.com with a copy to MVeazey@ICIHomes.com)

TO
TW Property Holdings, LLC
c/o Mike Veazey
14785 Old St. Augustine Rd., Suite 3
Jacksonville, FL 32258
(Privately Opened)

From: W. Gardner, LLC (BIDDER)

Project Bid Total: \$ 4,578,635.89 Written Four million, five hundred seventy-eight thousand,
six hundred thirty-five and 89/100

The Bidder agrees to provide all necessary labor, equipment, material, tools, and apparatus to construct all work necessary to install the complete project infrastructure including clearing, earthwork, roads, drainage, potable water, and sanitary sewer including preparation of as-built as shown on the plans released for bid by Dunn & Associates, Inc. dated 4/5/2021, Draft Contract Agreement Form and the geotechnical reports prepared by ECS Florida, LLC. (Project No. 35-28076 dated 1/17/19), report from Ellis & Associates, Inc. (Project No. 35-24819 dated 1/24/17) and the report J03G244 prepared by TSCE dated 10/28/03. Addenda 1 – 3 from bidding in 2019 are attached and applicable. All work shall be in accordance with City of Jacksonville, JEA, and St. Johns River Water Management District permits.

NOTE: All entries in the proposal must be made clearly. Where indicated, lump sum prices shall be written in words and numerals. In the case of discrepancy between the two, the amount expressed in words shall govern.

Bidder acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	Date <u>5/3/2021</u>
Addendum No. <u>2</u>	Date <u>5/12/2021</u>
Addendum No. _____	Date _____
Addendum No. _____	Date _____

All questions related to this bid process shall be submitted in writing to Vince Dunn at vdunn@dunneng.com with copy to Mike Veazey at MVeazey@ICIHomes.com. Any verbal responses to questions shall be considered preliminary and non-binding. The deadline for questions is Noon on May 12, 2021.

GENERAL ACKNOWLEDGMENT

The undersigned Bidder has examined and read all Plans, Specifications, General and Special Conditions, and other Contract Documents and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements for the proposed work and submits this Bid with no unanswered questions. Bidder also acknowledges his/her familiarity with local water and sewer authority and local governing authority standard details, specifications and land development regulations, governing water management district, NPDES, DEP and their applicability to this project. Bidder acknowledges that he/she has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

The undersigned Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

The Undersigned Bidder certifies that he/she has carefully examined the attached Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Owner and/or Engineer against any cost, damage or expense which may be incurred by an error in his preparation of this bid proposal. Bidder shall complete the project according to approved engineered plans, fully completing all items in accordance with the approved plans and specifications. The absence of reference to any work in no way deletes it from the project. Furthermore, it is agreed that the Owner has the right to delete any of the items contained in the Bid with no compensation made to the Bidder.

The undersigned Bidder agrees that he/she understands the following items:

- If this Proposal is accepted by the Owner, the undersigned agrees to keep the bid in effect for sixty (60) calendar days from the bid opening date.
- The Owner reserves the right to reject any or all Bids, waive informalities in any Bid, make award in part or whole with or without cause, and to award in what is deemed to be the best interest of the Owner. Bids will be opened privately and evaluated and the successful Bidder notified. If awarded the Contract, the undersigned agrees to begin work within ten (10) calendar days of notification to proceed from Owner.
- Plans provided are for bid purposes only.
- Contractor shall comply with all notes shown on the plans.
- Contractor shall be furnished with copies of all environmental permits and any fines levied due to Contractor's failure to use due care shall be paid by Contractor. If Contractor fails to pay, Owner will pay and deduct the fine amount from final payment.
- No additional payment will be made for any debris or unsuitable material found on-site.
- Owner will provide electrical contractor and Contractor shall coordinate work with the electrical contractor.
- Contract format will be the attached Draft Contract Agreement Form.
- Contractor to provide written warranty on all materials and workmanship furnished against any defects for a period of one year from the date of final inspection or as otherwise required by the governing authorities.
- Successful Bidder must furnish proof of insurance in accordance with the attached Owner requirements.
- Contractor is responsible for obtaining waivers of lien in format approved by Owner with each payment application. Any waivers that are voided for failure of consideration will be the responsibility of the Contractor and any liens must be satisfied before funds are released to Contractor.

Bidder must have bonding capacity and obtain all required bonds for construction of the work.

Contractors shall be in compliance with Chapter 489, Florida Statutes, Licensure Requirements. Florida Construction Industries Licensing Board Certification.

CUC1225422

License No.

Elliot Jones

Name of Holder

Item # Description

1. CLEARING AND GRUBBING

Clearing and grubbing and burning or removal off-site of all trees, brush, roots and all other debris in accordance with City of Jacksonville standards and specifications within the project area and includes but not limited to road right-of-ways, tracts, drainage and utility easements, storm water management facilities and lots required for the development. Disposal of clearing and grubbing debris shall be either by burning on-site at locations approved by the Fire Marshall or by disposal off-site at location(s) secured and paid for by the Contractor. No clearing shall occur outside of the limits shown on the plans. This item also includes removal and disposal of all structures, sanitary sewer lines and manholes, water lines and related valves, etc., underground electric and telephone lines and related above ground structures, storm drain structures and storm drain pipe, signage, concrete and paving, sidewalk, masonry walls, wooden piers, bridges, pump houses, and any other debris. This item also includes installation and maintenance of tree barricades as shown on the plans.

\$ 260,600.61 (Written) Two hundred sixty thousand, six hundred and 61/100

2. EARTHWORK

All excavation, dewatering, grading, placement of fill, compaction and testing necessary to construct the roadways, storm water management facilities, lots, swales, easements, and all other areas within the project area to within +/-0.10 foot of plan elevations, complete as required in accordance with the geotechnical report and City of Jacksonville standards, whichever is more stringent. All roadways, lots and building pads shall be filled with suitable material. Suitable material from the storm water management facilities shall be used as fill provided it meets the structural fill requirements outlined in the geotechnical report and plan notes. Any excess suitable material shall remain the property of the Owner and be deposited on-site in areas designated by Owner. This item also includes removal and replacement of any unsuitable material necessary for the complete construction of all proposed improvements. Unsuitable material shall be properly disposed of offsite or buried in pond bottoms with 2' of suitable material coverage. This item also includes the preparation, submittal and processing for approval of all as-built as required by City of Jacksonville and St. Johns River Water Management District for the roadways, drainage system, storm water management facilities and easements.

Building pads shall be graded and compacted to 9 inches below finished floor elevation then sloped to the front, mid and rear lot elevations shown on the lot grading plan. The building pad shall be 60' x 80' deep. All lot and building pad fill shall be placed in lifts not to exceed 12 inches and compacted to a minimum of 95% of the Modified Proctor maximum density. In-place density tests are required each lift of fill, centered on each lot. As-built of all lots and building pads (4 corners and middle) shall be provided to the Owner and Engineer.

All earthwork shall be completed in accordance with EPA Publication No. 832-R-92-005, "Storm Water Management for Construction Activities" as amended and revised. Further, the Contractor shall be responsible for erosion and turbidity control as may be required and regulated by all County, State and Federal agencies during construction and after completion of the Scope of Work to the extent that stabilization, grassing, mulching and sodding has not been attained after substantial completion and during required warranty periods.

\$ 1,098,663.42 (Written) One million, ninety-eight thousand, six hundred sixty-three and 42/100

3. ROADWAYS

All final grading, stabilization, curb and gutter, transitions to inlets, base, compaction, prime coat, asphalt paving (first lift only) and connection to existing roadways. This item includes all work and testing in

accordance with City of Jacksonville standards and specifications, all grading and dress-up work necessary for the electric utility or subcontractor to install the transformers, pads and underground electric distribution system, and pavement markings and signage in accordance with the plans and City of Jacksonville specifications. All common area sidewalks and ADA detectible warning surfaces (not associated with a lot including intersection corners). Includes the preparation, submittal and approval of paving as-built, as required by the City of Jacksonville and the St. Johns River Water Management District.

\$ 748,001.28 (Written) Seven hundred forty-eight thousand, one and 28/100

4. SEEDING AND MULCHING AND SOD

Includes the complete Bahia sodding of all ponds from 1-foot below NWL to existing grade toe of slope and 10' beyond T.O.B. along lots, Bahia sod all swales and slopes greater than 4:1, complete seeding and mulching (as required in order to obtain stabilization) of all lots, right-of-way, side slopes of roadway embankments 4:1 or less, easements, medians and all other disturbed areas that are not paved or sodded in accordance with City of Jacksonville standards and NPDES requirements. This item includes a 16" wide strip of Bahia sod behind curb. Sodded / Seeded and mulched areas shall be maintained including mowing until final acceptance. All sodded and grassed area shall be mowed prior to Owner final acceptance. Any areas found to be deficient by the Owner and/or Engineer shall be re-sodded / re-seeded and mulched at Contractor's expense. Pond slopes shall be free of wash-outs and erosion prior to Owner final acceptance.

\$ 166,630.30 (Written) One hundred sixty-six thousand, six hundred thirty and 30/100

5. STORM DRAINAGE SYSTEM

Includes the storm drainage system complete as designed and set forth in the plans and specifications including, but not limited to, all dewatering, structures and pipes, mitered end sections, ditch paving, concrete structures, connections to adjacent systems, 20' underdrain stubouts, underdrain as shown on plans, (Contractor shall coordinate and contract with the project geotechnical engineer to determine final underdrain requirements.), pipe trench compaction for all pipes, testing, and the removal, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system in accordance with County standards and specifications. This item also includes television inspection or laser profiling of all gravity storm lines, manholes and inlets. Full reports with DVDs shall be furnished to the Owner, Engineer, and City of Jacksonville. The Contractor shall be responsible to make and pay for all necessary repairs, as required by City of Jacksonville and Engineer. All work to be performed in accordance with City of Jacksonville standards and specifications. Includes the preparation, submittal and approval of storm drainage as-built, as required by City of Jacksonville and the St. Johns River Water Management District.

\$ 756,733.88 (Written) Seven hundred fifty-six thousand, seven hundred thirty-three and 88/100

6. SANITARY SEWER COLLECTION SYSTEM

Includes the construction of the sanitary sewer collection system complete as designed and set forth in the plans and specifications including, but not limited to the service to each lot served by the installed mains, all manholes, plugs, pipe, appurtenances, connection to existing system, compaction, testing, dewatering, and the removal, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system in accordance with JEA Utility Department standards and specifications and FDEP rules and regulations. All sewer services are to be field verified including the proper depth at their termination. This item also includes the television inspection and mandrel testing (including full reports) of all gravity sanitary sewer mains as required by JEA Utility Department. This item also includes the preparation, submittal and approval of sanitary sewer collection system as-built, as required by JEA Utility Department and FDEP rules and regulation.

\$ 749,858.69 (Written) Seven hundred forty-nine thousand, eight hundred fifty-eight and 69/100

7. WATER DISTRIBUTION SYSTEM

Includes the construction of the water distribution system complete as designed and set forth in the plans and specifications including, but not limited to, all main pipes, valves, flushing hydrants, fittings, fire hydrants, connection to the existing system, repairs to any existing facilities damaged by construction of the system connection, lot services, compaction, testing, dewatering, all pressure testing and disinfection, bacteriological sampling points, and the removal, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system in accordance with JEA Utility Department standards and specifications and FDEP rules and regulations. This item also includes the preparation, submittal and approval of water distribution system as-built, as required by JEA Utility Department and FDEP rules and regulation.

\$ 612,001.72 (Written) Six hundred twelve thousand, one and 72/100

8. EROSION AND SEDIMENT CONTROL

This item includes the following, but is not limited to all labor, equipment and materials required for all measures that are required to comply with the State of Florida water quality standards. This includes, but is not limited to construction entrance in accordance with FDOT standard, silt screens, staked turbidity barriers, hay bales, sodding, settling ponds or other such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes complete perimeter protection that is required in addition to that shown on the plans. This item also includes proper installation and maintenance of any control measures as required by NPDES, DEP and SJRWMD. This item shall be paid for based on a percentage of the monthly total completion basis.

\$ 106,557.42 (Written) One hundred six thousand, five hundred fifty-seven and 42/100

9. STORM WATER POLLUTION PREVENTION PLAN

The Contractor shall follow Best Management Practices according to NPDES requirements. The Owner will obtain the NPDES Notice of Intent from FDEP and perform the necessary inspections. The Contractor shall be responsible for compliance and maintenance of all erosion and sediment controls. All deficiencies shall be corrected within 5 days of the date of the deficiency. All deficiencies not corrected within 5 days will be corrected by the Owner and back charged to the Contractor. The Contractor shall adhere to all Federal, State and County rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The Contractor shall obtain the NOI to Use the Generic Permit for Discharge of Groundwater from Dewatering Operations. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements including any required corrective actions.

\$ 18,219.17 (Written) Eighteen thousand, two hundred nineteen and 17/100

10. BOND

Provide payment and performance bond equal to 100% of the total bid amount.

\$ 61,369.40 (Written) Sixty-one thousand, three hundred sixty-nine and 40/100

11. ROADWAY UNDERDRAIN ALLOWANCE

This item shall include the following, but not be limited to all labor, equipment and materials required for the construction of underdrain piping complete including all cleanouts at a maximum spacing of 200', fittings, and other items in accordance with the plan detail. Quantity and location of underdrain may be

adjusted in the field during construction as directed by the geotechnical engineer. Payment shall be made based upon actual amount of underdrain installed with a Unit Price based on 1,000 LF. This bid item is exclusive of stubouts and underdrain included in Bid Item number 5.
 Unit Price \$ 44.02 per L.F.

12. **SLEEVE ALLOWANCE**

This item shall include the following, but not be limited to all labor, equipment and materials from the complete installation of the PVC utility sleeves that are associated with the construction of the infrastructure. Locations of these sleeves will be specified by the Owner. This item also includes as-built showing the location and Inverts of all PVC sleeves. An allowance is provided for this item, but all reimbursements for this item will be made to the Contractor, based on actual linear feet and size.

SCH 40 PVC

2" PVC	Unit Price \$	<u>12.54</u>	per L.F.
3" PVC	Unit Price \$	<u>18.33</u>	per L.F.
4" PVC	Unit Price \$	<u>23.52</u>	per L.F.
6" PVC	Unit Price \$	<u>37.26</u>	per L.F.

13. **PAVING ALTERNATES**

Cost difference to Item 3. ROADWAYS if 1.25" SP 9.5 is used in lieu of the two-lift system.

\$ 25,202.94 (Written) Twenty-five thousand, two hundred two and 94/100

Cost to install the second 3/4" lift of asphalt for the two-lift system assuming normal prep work.

\$ 130,793.41 (Written) One hundred thirty thousand, seven hundred ninety-three and 41/100

DESCRIBE ANY TANGIBLE ITEMS REQUIRED TO COMPLETE THE PROJECT ACCORDING TO SPECS AND PLANS THAT ARE NOT INCLUDED IN THE ITEMS ABOVE. ADMINISTRATIVE/OVERHEAD COSTS ARE NOT TO BE LISTED AS A SEPARATE LINE ITEM.

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

***TOTAL OF ITEMS 1-10 \$ 4,578,635.89 (Written) Four million, five hundred seventy-eight thousand, six hundred thirty-five and 89/100**

• For bid to be considered complete, all items must be priced.

Tidewater Unit 4
Schedule of Values

Date: Thursday, March 3, 2022					
Bid Item #	DESCRIPTION	Bid Quantity	UNIT	Unit Price	Line Totals
1,000	Clearing and Grubbing				
1,010	Site Preparation	1	ls	\$25,928.76	\$25,928.76
1,020	Survey Calc & Setup	1	ls	\$9,561.20	\$9,561.20
1,030	Mobilization	1	ls	\$17,012.00	\$17,012.00
1,040	Construction Signs	1	ls	\$1,787.52	\$1,787.52
1,050	Site Demo Total	1	ls	\$3,597.77	\$3,597.77
1,060	Clear, Grub and Burn Site	38	ac	\$4,958.65	\$188,428.70
1,070	Punch Out & Clean Up	1	ls	\$12,918.80	\$12,918.80
1,080	Testing Closeout Package	1	ls	\$1,365.86	\$1,365.86
1,999	Clearing and Grubbing Subtotal				\$260,600.61
2,000	Earthwork				
2,010	Layout Site Grading	1	ls	\$2,948.68	\$2,948.68
2,020	Strip & Bury On-Site	63,760	cy	\$4.58	\$292,057.44
2,030	Layout Pond	1	ls	\$2,117.20	\$2,117.20
2,040	Dewatering	1	ls	\$43,701.81	\$43,701.81
2,050	Pond Excavation	80,082	cy	\$3.14	\$251,457.48
2,060	Machine Dress Pond Slopes	10,992	sy	\$0.50	\$5,496.00
2,070	As-Builts Ponds	1	ls	\$2,098.91	\$2,098.91
2,080	Rough Grade Site	74,198	sy	\$0.25	\$18,549.50
2,090	Balance Site	18,052	cy	\$2.57	\$46,393.64
2,100	Spread & Compact Site	18,052	cy	\$1.27	\$22,926.04
2,110	Fine Grade Site	74,198	sy	\$0.67	\$49,712.66
2,120	Machine Dress Site	56,731	sy	\$0.58	\$32,903.98
2,130	Stock Pile On Site	7,998	cy	\$1.13	\$9,037.74
2,140	Layout Lot Grading	1	ls	\$5,504.72	\$5,504.72
2,150	Rough Grade Lots	152,967	sy	\$0.25	\$38,241.75
2,160	Balance Lots & Building Pads	20,353	cy	\$2.57	\$52,307.21
2,170	Spread & Compact Lots & Building Pads	92,437	cy	\$1.24	\$114,621.88
2,180	Machine Dress Lots & Building Pads	152,967	sy	\$0.58	\$88,720.86
2,190	Compaction Testing Lots & Building Pads	1	ls	\$9,394.14	\$9,394.14
2,200	As-Builts Lots	1	ls	\$10,471.78	\$10,471.78
2,999	Earthwork Subtotal				\$1,098,663.42

Date: Thursday, March 3, 2022					
Bid Item #	DESCRIPTION	Bid Quantity	UNIT	Unit Price	Line Totals
3,000	Roadways				
3,010	Layout Roadway	1	ls	\$12,551.65	\$12,551.65
3,020	12" LBR 40 Sub Grade	18,072	sy	\$9.80	\$177,105.60
3,030	18" Miami Curb	10,878	lf	\$11.51	\$125,205.78
3,040	Sidewalk Regular	972	sy	\$49.26	\$47,880.72
3,050	ADA Mats	15	ea	\$591.12	\$8,866.80
3,060	6" Lime Rock Base	5,166	ln	\$45.67	\$235,931.22
3,070	1" S-3 / 9.5 (First Lift)	15,654	sy	\$7.60	\$118,970.40
3,080	Pavement Markings & Street Signs	1	ls	\$3,173.34	\$3,173.34
3,090	Roadway Testing	1	ls	\$10,875.60	\$10,875.60
3,100	As-Builts	1	ls	\$7,440.17	\$7,440.17
3,999	Roadways Subtotal				\$748,001.28
4,000	Seeding and Mulching and Sod				
4,010	Sod Pond	10,992	sy	\$3.36	\$36,933.12
4,020	Sod Behind Curb 21" Strip	2,216	sy	\$3.36	\$7,445.76
4,030	Sod Lots Steeper than 4:1	3,455	sy	\$3.36	\$11,608.80
4,040	Sod Swale	3,017	sy	\$3.36	\$10,137.12
4,050	Seed & Mulch Disturbed	48,044	sy	\$0.50	\$24,022.00
4,060	Seed & Mulch Lots	152,967	sy	\$0.50	\$76,483.50
4,999	Seeding and Mulching and Sod Subtotal				\$166,630.30

Date: Thursday, March 3, 2022					
Bid Item #	DESCRIPTION	Bid Quantity	UNIT	Unit Price	Line Totals
5,000	Storm Drainage System				
5,010	Layout Drainage	1	ls	\$5,082.54	\$5,082.54
5,020	Demo 24" RCP & (2) MH's	293	lf	\$32.37	\$9,484.41
5,030	Erosion Control Devices (BMP's)	1	ls	\$8,812.00	\$8,812.00
5,040	Dewatering	1	ls	\$56,864.02	\$56,864.02
5,040	Trench Safety	1	ls	\$2,467.28	\$2,467.28
5,060	12 x 18" ERCP	49	lf	\$81.19	\$3,978.31
5,080	36" RCP	246	lf	\$166.16	\$40,875.36
5,090	30" RCP	363	lf	\$127.58	\$46,311.54
5,100	24" RCP	251	lf	\$92.34	\$23,177.34
5,110	18" RCP	174	lf	\$65.16	\$11,337.84
5,120	15" RCP	359	lf	\$51.96	\$18,653.64
5,130	36" HP	577	lf	\$129.92	\$74,063.84
5,140	24" HP	323	lf	\$82.28	\$26,589.98
5,150	18" HP	667	lf	\$58.56	\$39,059.52
5,160	15" HP	146	lf	\$52.55	\$7,672.30
5,170	Bench Dirt Down & Put back Deep Storm Drain	1,453	cy	\$5.35	\$7,773.55
5,180	Triple Curb Inlet	2	ea	\$13,505.12	\$27,010.24
5,190	Double Curb inlet	6	ea	\$11,124.59	\$66,747.54
5,200	Single Curb Inlet	12	ea	\$6,151.72	\$73,820.64
5,210	J-1 Manhole	3	ea	\$6,155.23	\$18,465.69
5,220	Modify Ex. Control Structure	1	ea	\$5,764.21	\$5,764.21
5,230	36" MES Precast	1	ea	\$2,192.94	\$2,192.94
5,240	24" MES Precast	3	ea	\$1,355.58	\$4,066.74
5,250	18" MES Precast	4	ea	\$920.37	\$3,681.48
5,260	15" MES Precast	1	ea	\$920.38	\$920.38
5,270	Compaction Testing Storm Drain	1	ls	\$4,809.20	\$4,809.20
5,280	Top Adjustments, Brick & Seal and Inverts	32	ea	\$1,851.83	\$59,258.56
5,290	Televise Drainage	3,155	lf	\$10.83	\$34,168.65
5,300	6" Under drain (Per Plans)	1,647	lf	\$40.54	\$66,769.38
5,310	As-Bulfts	1	ls	\$5,974.76	\$5,974.76
5,999	Storm Drainage System Subtotal				\$756,733.88

Date: Thursday, March 3, 2022					
Bid Item #	DESCRIPTION	Bid Quantity	UNIT	Unit Price	Line Totals
6,000	Sanitary Sewer Collection System				
6,010	Layout Sewer	1	ls	\$11,424.89	\$11,424.89
6,020	Dewatering	1	ls	\$65,835.75	\$65,835.75
6,030	Tie into existing Manhole	3	ea	\$6,087.77	\$18,263.31
6,040	Trench Safety	1	ls	\$6,168.20	\$6,168.20
6,050	8" Sewer Pipe	5,605	lf	\$51.14	\$286,639.70
6,060	A Manhole	22	ea	\$4,117.76	\$90,590.72
6,070	C Manhole	2	ea	\$3,481.29	\$6,962.58
6,080	Sewer Services	130	ea	\$1,413.47	\$183,751.10
6,090	Compaction Testing Sewer	1	ls	\$5,508.72	\$5,508.72
6,100	Manhole Top Adjustments, Boots & Inverts	27	ea	\$1,176.36	\$31,761.72
6,110	Televise Sewer Main	5,605	lf	\$6.36	\$35,647.80
6,120	As-Builts	1	ls	\$7,304.20	\$7,304.20
6,999	Sanitary Sewer Collection System Subtotal				
					\$749,858.69
7,000	Water Distribution System				
7,010	Layout Water	1	ls	\$9,945.12	\$9,945.12
7,020	Connect to Existing WM	4	ea	\$2,053.38	\$8,213.52
7,030	8" Gate Valve	5	ea	\$3,996.26	\$19,981.30
7,040	6" Gate Valve	3	ea	\$2,376.89	\$7,130.67
7,050	4" Gate Valve	1	ea	\$1,953.50	\$1,953.50
7,060	8" PVC & Fittings	3,092	lf	\$60.19	\$186,107.48
7,070	6" PVC & Fittings	1,227	lf	\$39.82	\$48,859.14
7,090	4" PVC & Fittings	863	lf	\$28.08	\$24,233.04
7,100	2" Poly & Fittings	764	lf	\$18.24	\$13,935.36
7,110	Fire Hydrant	10	ea	\$8,011.63	\$80,116.30
7,120	2" Flushing Hydrant	3	ea	\$2,550.15	\$7,650.45
7,130	JEA Water Services Double Long	26	ea	\$2,181.56	\$56,720.56
7,140	JEA Water Services Single	79	ea	\$928.39	\$73,342.81
7,150	Install JEA Water Meter Box	131	ea	\$215.32	\$28,206.92
7,160	Compaction Testing Water	1	ls	\$5,158.96	\$5,158.96
7,170	Cleaning, Bac-t, Wire and Pressure Test Water	9,286	lf	\$3.04	\$28,229.44
7,180	As-Builts	1	ls	\$12,217.15	\$12,217.15
7,999	Water Distribution System Subtotal				
					\$612,001.72
8,000	Erosion and Sediment Control				
8,010	Layout Boundary	1	ls	\$12,279.76	\$12,279.76
8,020	Silt fence	3,700	lf	\$1.71	\$6,327.00
8,030	Staked Turbidity BMP's	7,800	lf	\$8.88	\$69,264.00
8,040	Inlet Barriers	26	ea	\$116.10	\$3,018.60
8,050	Erosion Control Devices (BMP's)	1	ls	\$11,320.98	\$11,320.98
8,030	Rock Construction Entrance	1	ea	\$4,347.08	\$4,347.08
8,999	Erosion and Sediment Control Subtotal				
					\$106,557.42

Date: Thursday, March 3, 2022					
Bid Item #	DESCRIPTION	Bid Quantity	UNIT	Unit Price	Line Totals
9,000	Storm Water Pollution Prevention Plan				
9,010	Notice of Intent (NOI)	1	ls	\$1,020.53	\$1,020.63
9,020	Storm Water Pollution Prevention Plan (SWPPP)	1	ls	\$17,198.64	\$17,198.64
9,999	Storm Water Pollution Prevention Plan Subtotal				\$18,219.17
10,000	Bond				
10,010	Payment & Performance Bond	1	ls	\$61,369.40	\$61,369.40
10,999	Bond Subtotal				\$61,369.40
Tidewater Unit 4 Bid Total					\$4,578,635.89

Date: Thursday, March 3, 2022					
Bid Item #	DESCRIPTION	Bid Quantity	UNIT	Unit Price	Line Totals
Alternate Bid Items					
13,000	(1) 1.25" Lift in lieu of (2) Lifts 1" & 0.75" of SP - 9.5 with Striping				
13,010	1" S-3 / 9.5 (First Lift)	-15,654	sy	\$7.60	-\$118,970.40
13,040	1.25" S-3 / 9.5 (First Lift)	15,654	sy	\$9.21	\$144,173.34
13,499	(1) 1.25" Lift in lieu of (2) Lifts 1" & 0.75" of SP - 9.5 with Stri				
13,500	Final Lift of Asphalt and Striping				
13,510	.75" S-3 / 9.5 (Final Lift)	15,654	sy	\$8.24	\$128,988.96
13,520	Striping (Top Lift)	1	ls	\$1,804.45	\$1,804.45
13,999	Final Lift of Asphalt and Striping Subtotal				
					\$130,793.41

Tidewater Unit 4



ID	Task Name	Duration	Start	Finish	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23
1	NTP to Substantial Completion	235 days	Mon 3/7/22	Fri 1/27/23	[Gantt bar]													
2	Notice to Proceed	0 days	Mon 3/7/22	Mon 3/7/22	[Gantt bar]													
3	Approved Plans & Permits	10 days	Mon 3/7/22	Fri 3/18/22	[Gantt bar]													
4	Utility Shop Drawings	20 days	Mon 3/21/22	Fri 4/15/22	[Gantt bar]													
5	Set survey controls (by owner)	10 days	Mon 3/21/22	Fri 4/1/22	[Gantt bar]													
6	Preconstruction Meetings	0 days	Fri 4/15/22	Fri 4/15/22	[Gantt bar]													
7	Mobilize	0 days	Fri 4/15/22	Fri 4/15/22	[Gantt bar]													
8	Erosion Control Installation	15 days	Mon 4/18/22	Fri 5/6/22	[Gantt bar]													
9	Clearing and Grub	30 days	Mon 5/2/22	Fri 6/10/22	[Gantt bar]													
10	Strip Top Soil	30 days	Mon 5/23/22	Fri 7/1/22	[Gantt bar]													
11	Earthwork, Grading and Dressing	165 days	Mon 6/13/22	Fri 1/27/23	[Gantt bar]													
12	Utility Preconstruction Meeting	0 days	Fri 4/22/22	Fri 4/22/22	[Gantt bar]													
13	Sewer System	30 days	Mon 7/18/22	Fri 8/26/22	[Gantt bar]													
14	Drainage System	25 days	Mon 8/22/22	Fri 9/23/22	[Gantt bar]													
15	Water System	20 days	Mon 9/19/22	Fri 10/14/22	[Gantt bar]													
16	Site Electrical Roadway Sleeves (by owner)	5 days	Mon 10/17/22	Fri 10/21/22	[Gantt bar]													
17	Roadway Under Drain	15 days	Mon 10/24/22	Fri 11/11/22	[Gantt bar]													
18	Subgrade	20 days	Mon 11/7/22	Fri 12/2/22	[Gantt bar]													
19	Curb	4 days	Mon 12/5/22	Thu 12/8/22	[Gantt bar]													
20	Sidewalk	6 days	Fri 12/9/22	Fri 12/16/22	[Gantt bar]													
21	Site Electrical (by owner)	10 days	Fri 12/9/22	Thu 12/22/22	[Gantt bar]													
22	Lime rock Base	20 days	Fri 12/9/22	Thu 1/5/23	[Gantt bar]													
23	Start Vertical Construction (by owner)	0 days	Thu 1/5/23	Thu 1/5/23	[Gantt bar]													
24	Raise Tops, Pressure Test, TV	15 days	Fri 12/30/22	Thu 1/19/23	[Gantt bar]													
25	Paving	3 days	Fri 1/20/23	Tue 1/24/23	[Gantt bar]													
26	Substantial Completion	0 days	Fri 1/27/23	Fri 1/27/23	[Gantt bar]													
27	Substantial to Final Completion	22 days	Mon 1/30/23	Tue 2/28/23	[Gantt bar]													
28	Utility Closeout	20 days	Fri 1/20/23	Thu 2/16/23	[Gantt bar]													
29	Final Dress & Grassing	10 days	Fri 1/27/23	Thu 2/9/23	[Gantt bar]													
30	Punch Out & Final Inspection	9 days	Fri 2/10/23	Wed 2/22/23	[Gantt bar]													
31	Clean Up De-Mobilize	4 days	Thu 2/23/23	Tue 2/28/23	[Gantt bar]													
32	Final Completion	0 days	Tue 2/28/23	Tue 2/28/23	[Gantt bar]													

Fr 2/25/22

APPLICATION AND CERTIFICATE FOR PAYMENT

AAA DOCUMENT 6702 (Instruction on reverse side) PAGE 1 OF 2 PAGES

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	AVR

PROJECT:

Tidewater Unit 4

TO (OWNER):

TW Property Holdings, LLC
Mike Veazey
14785 Old St. Augustine Rd, Suite 3
Jacksonville, FL 32258

FROM (CONTRACTOR):

W. Gardner, LLC
4929 Atlantic Blvd
Jacksonville, FL 32207

(ARCHITECT):

0
0
0

APPLICATION NO: 22006-15 RET

PERIOD TO: 3-31-2024

ARCHITECTS

PROJECT NO: 22006

CONTRACT DATE: 3-23-2022

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month:			
Number	Date Approved		
Bond			(\$61,369.40)
TOTALS		\$0.00	(\$61,369.40)
Net change by Change Orders			(\$61,369.40)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: W. Gardner, LLC

Date: 4/2/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet.

AAA Document 6703, is attached

1. ORIGINAL CONTRACT SUM..... \$4,578,635.89
2. Net change by Change Orders..... (\$61,369.40)
3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$4,517,266.49
4. TOTAL COMPLETED & STORED TO DATE..... \$4,517,266.49
(Column G on G703) Less Owner Purchases

5. RETAINAGE:

- a. 0% Completed Work..... \$0.00
(Column D+E on G703)
- b. 0% of Stored Material..... \$0.00
(Column F on G703)

Total Retainage (Line 5a + 5b or

Total in Column I of G703).....

6. TOTAL EARNED LESS RETAINAGE..... \$0.00
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate).....

8. CURRENT PAYMENT DUE..... \$4,050,522.89
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$466,743.60
(Line 3 less Line 6)

State of: Florida County of: Duval

Subscribed and sworn to before me this 2nd day of April, 2024

Notary Public: Michelle Glass-Obrif

My commission expires: 7/22/2025

AMOUNT CERTIFIED.....

(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
 TW Property Holdings, LLC
 Mike Veazey
 14785 Old St. Augustine Rd, Suite 3
 Jacksonville, FL 32258

PROJECT:
 Tidewater Unit 4

APPLICATION NO: 22006-15 RET

Distribution to:

PERIOD TO: 3-31-2024

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	A/R

FROM (CONTRACTOR):
 W. Gardner, LLC
 4929 Atlantic Blvd
 Jacksonville, FL 32207

(ARCHITECT):
 0
 0
 0

ARCHITECT'S

PROJECT NO: 22006

CONTRACT FOR Mike Veazey

CONTRACT DATE: 3-23-2022

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date Approved	
Bond		(\$61,369.40)
TOTALS		\$0.00 (\$61,369.40)
Net change by Change Orders		(\$61,369.40)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: W. Gardner, LLC

By: _____ Date: 4/2/2024

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet,

AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM.....	\$4,578,635.89
2. Net change by Change Orders.....	(\$61,369.40)
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$4,517,266.49
4. TOTAL COMPLETED & STORED TO DATE.....	\$4,517,266.49
(Column G on G703) Less Owner Purchases	
E. RETAINAGE:	
a. 0% Completed Work.....	\$0.00
(Column D+E on G703)	
b. 0% of Stored Material.....	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$4,517,266.49
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$4,050,522.39
8. CURRENT PAYMENT DUE.....	\$466,743.60
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$0.00
(Line 3 less Line 6)	

State of: Florida County of: Duval

Subscribed and sworn to before me this 2nd day of April, 2024

Notary Public:

My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, Containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 22006-15 RET
 APPLICATION DATE: 4/2/2024
 PERIOD TO: 3/31/2024
 ARCHITECTS PROJECT NO: 22006

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G/C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
1999	Clearing and Grubbing Subtotal	\$ 260,600.61	\$ 257,302.62	\$ 3,297.99	\$ -	\$ 260,600.61	100.0%	(\$0.00)	\$0.00	
2999	Earthwork Subtotal	\$ 1,098,663.42	\$ 1,097,978.47	\$ 684.95	\$ -	\$ 1,098,663.42	100.0%	\$0.00	\$0.00	
3999	Roadways Subtotal	\$ 748,001.28	\$ 737,549.60	\$ 10,451.68	\$ -	\$ 748,001.28	100.0%	\$0.00	\$0.00	
4999	Seeding and Mulching and Sod Subtotal	\$ 166,630.30	\$ 166,630.30	\$ -	\$ -	\$ 166,630.30	100.0%	\$0.00	\$0.00	
5999	Storm Drainage System Subtotal	\$ 756,733.88	\$ 756,435.14	\$ 298.74	\$ -	\$ 756,733.88	100.0%	\$0.00	\$0.00	
6999	Sanitary Sewer Collection System Subtotal	\$ 749,858.69	\$ 749,128.27	\$ 730.42	\$ -	\$ 749,858.69	100.0%	(\$0.00)	\$0.00	
7999	Water Distribution System Subtotal	\$ 612,001.72	\$ 610,780.01	\$ 1,221.72	\$ -	\$ 612,001.72	100.0%	\$0.00	\$0.00	
8999	Erosion and Sediment Control Subtotal	\$ 106,557.42	\$ 106,557.42	\$ -	\$ -	\$ 106,557.42	100.0%	\$0.00	\$0.00	
9999	Storm Water Pollution Prevention Plan Subtotal	\$ 18,219.17	\$ 18,219.17	\$ -	\$ -	\$ 18,219.17	100.0%	\$0.00	\$0.00	
10999	Payment and Performance Bond Subtotal	\$ 61,369.40	\$ 61,369.40	\$ -	\$ -	\$ 61,369.40	100.0%	\$0.00	\$0.00	
11999	Bond Deduct Subtotal	\$ (61,369.40)	\$ (61,369.40)	\$ -	\$ -	(\$61,369.40)	0.0%	\$0.00	\$0.00	
TOTALS		\$4,517,266.49	\$4,500,581.00	\$16,685.49	\$0.00	\$4,517,266.49	100.0%	(\$0.00)	\$0.00	

Tidewater Unit 4

ITEM NC.	PHASE	CAT	DESCRIPTION	PLANNED QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	3/1/2024 THROUGH 3/31/2024		PREVIOUS		CURRENT		JOB TO DATE		
								QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	% COMP	TOTAL
1000			Clearing and Grubbing													
1010	1	C	Site Preparation	1	ls	\$ 25,928.76	\$ 25,928.76	1.00	\$ 25,928.76	0.00	\$ -	1	100%	\$ 25,928.76		
1020	2	S	Survey Calc & Setup	1	ls	\$ 9,561.20	\$ 9,561.20	1.00	\$ 9,561.20	0.00	\$ -	1	100%	\$ 9,561.20		
1030	1	C	Mobilization	1	ls	\$ 17,012.00	\$ 17,012.00	1.00	\$ 17,012.00	0.00	\$ -	1	100%	\$ 17,012.00		
1040	1	C	Construction Signs	1	ls	\$ 1,787.52	\$ 1,787.52	1.00	\$ 1,787.52	0.00	\$ -	1	100%	\$ 1,787.52		
1050	4	C	Site Demo Total	1	ls	\$ 3,597.77	\$ 3,597.77	1.00	\$ 3,597.77	0.00	\$ -	1	100%	\$ 3,597.77		
1060	4	C	Clear, Grub and Burn Site	38	ac	\$ 4,958.65	\$ 188,428.70	38.00	\$ 188,428.70	0.00	\$ -	38	100%	\$ 188,428.70		
1070	1	C	Punch Out & Clean Up	1	ls	\$ 12,918.80	\$ 12,918.80	0.75	\$ 9,689.10	0.25	\$ 3,229.70	1	100%	\$ 12,918.80		
1080	21	S	Testing Closeout Package	1	ls	\$ 1,365.86	\$ 1,365.86	0.95	\$ 1,297.57	0.05	\$ 68.29	1	100%	\$ 1,365.86		
1999			Clearing and Grubbing Subtotal				\$ 260,600.61		\$ 257,302.62		\$ 3,297.99		100%	\$ 260,600.61		
2000			Earthwork													
2010	2	C	Layout Site Grading	1	ls	\$ 2,948.68	\$ 2,948.68	1.00	\$ 2,948.68	0.00	\$ -	1	100%	\$ 2,948.68		
2020	5	C	Strip & Bury Or-Site	63768	cy	\$ 4.58	\$ 292,057.44	63768.00	\$ 292,057.44	0.00	\$ -	63768	100%	\$ 292,057.44		
2030	2	C	Layout Pond	1	ls	\$ 2,117.20	\$ 2,117.20	1.00	\$ 2,117.20	0.00	\$ -	1	100%	\$ 2,117.20		
2040	5	C	Dewatering	1	ls	\$ 43,701.81	\$ 43,701.81	1.00	\$ 43,701.81	0.00	\$ -	1	100%	\$ 43,701.81		
2050	5	C	Pond Excavation	80082	cy	\$ 3.14	\$ 251,457.48	80082.00	\$ 251,457.48	0.00	\$ -	80082	100%	\$ 251,457.48		
2060	5	C	Machine Dress Pond Slopes	10992	sy	\$ 0.50	\$ 5,496.00	10992.00	\$ 5,496.00	0.00	\$ -	10992	100%	\$ 5,496.00		
2070	22	S	As-Builts Ponds	1	ls	\$ 2,098.91	\$ 2,098.91	0.95	\$ 1,993.96	0.05	\$ 104.95	1	100%	\$ 2,098.91		
2080	5	C	Rough Grade Site	74198	sy	\$ 0.25	\$ 18,549.50	74198.00	\$ 18,549.50	0.00	\$ -	74198	100%	\$ 18,549.50		
2090	5	C	Balance Site	18052	cy	\$ 2.57	\$ 46,393.64	18052.00	\$ 46,393.64	0.00	\$ -	18052	100%	\$ 46,393.64		
2100	5	C	Spread & Compact Site	18052	cy	\$ 1.27	\$ 22,926.04	18052.00	\$ 22,926.04	0.00	\$ -	18052	100%	\$ 22,926.04		
2110	5	C	Fine Grade Site	74198	sy	\$ 0.67	\$ 49,712.66	74198.00	\$ 49,712.66	0.00	\$ -	74198	100%	\$ 49,712.66		
2120	5	C	Machine Dress Site	56731	sy	\$ 0.58	\$ 32,903.98	56731.00	\$ 32,903.98	1000.00	\$ 580.00	56731	100%	\$ 32,903.98		
2130	5	C	Stock Pile On Site	7998	cy	\$ 1.13	\$ 9,037.74	7998.00	\$ 9,037.74	0.00	\$ -	7998	100%	\$ 9,037.74		
2140	2	C	Layout Lot Gracing	1	ls	\$ 5,504.72	\$ 5,504.72	1.00	\$ 5,504.72	0.00	\$ -	1	100%	\$ 5,504.72		
2150	5	C	Rough Grade Lots	152967	sy	\$ 0.25	\$ 38,241.75	152967.00	\$ 38,241.75	0.00	\$ -	152967	100%	\$ 38,241.75		
2160	5	C	Balance Lots & Building Pads	20353	cy	\$ 2.57	\$ 52,307.21	20353.00	\$ 52,307.21	0.00	\$ -	20353	100%	\$ 52,307.21		
2170	5	C	Spread & Compact Lots & Building Pads	92437	cy	\$ 1.24	\$ 114,621.88	92437.00	\$ 114,621.88	0.00	\$ -	92437	100%	\$ 114,621.88		
2180	5	C	Machine Dress Lots & Building Pads	152967	sy	\$ 0.58	\$ 88,720.85	152967.00	\$ 88,720.85	0.00	\$ -	152967	100%	\$ 88,720.85		
2190	21	C	Compaction Testing Lots & Building Pads	1	ls	\$ 9,394.14	\$ 9,394.14	1.00	\$ 9,394.14	0.00	\$ -	1	100%	\$ 9,394.14		
2200	22	S	As-Builts Lots	1	ls	\$ 10,471.78	\$ 10,471.78	1.00	\$ 10,471.78	0.00	\$ -	1	100%	\$ 10,471.78		
2999			Earthwork Subtotal				\$ 1,098,663.42		\$ 1,097,978.47		\$ 684.95		100%	\$ 1,098,663.42		
3000			Roadways													
3010	2	C	Layout Roadway	1	ls	\$ 12,551.65	\$ 12,551.65	1.00	\$ 12,551.65	0.00	\$ -	1	100%	\$ 12,551.65		
3020	15	C	12" LBR 40 Sub Grade	18072	sy	\$ 9.80	\$ 177,105.60	18072.00	\$ 177,105.60	0.00	\$ -	18072	100%	\$ 177,105.60		
3030	13	C	18" Miami Curb	10878	lf	\$ 11.51	\$ 125,205.78	10878.00	\$ 125,205.78	0.00	\$ -	10878	100%	\$ 125,205.78		
3040	13	C	Sidewalk Regular	972	sy	\$ 49.26	\$ 47,880.72	972.00	\$ 47,880.72	0.00	\$ -	972	100%	\$ 47,880.72		
3050	13	M	ADA Mats	15	ea	\$ 591.12	\$ 8,866.80	14.00	\$ 8,275.68	1.00	\$ 591.12	15	100%	\$ 8,866.80		
3060	16	M	6" Lime Rock Base	5166	ln	\$ 45.67	\$ 235,931.22	5166.00	\$ 235,931.22	0.00	\$ -	5166	100%	\$ 235,931.22		
3070	17	S	1" S-3 / 9.5 (First Lift)	15654	sy	\$ 7.60	\$ 118,970.40	14872.00	\$ 113,027.20	782.00	\$ 5,943.20	15654	100%	\$ 118,970.40		
3080	17	S	Pavement Markings & Street Signs	1	ls	\$ 3,173.34	\$ 3,173.34	0.00	\$ -	1.00	\$ 3,173.34	1	100%	\$ 3,173.34		
3090	21	C	Roadway Testing	1	ls	\$ 10,875.60	\$ 10,875.60	1.00	\$ 10,875.60	0.00	\$ -	1	100%	\$ 10,875.60		
3100	22	S	As-Builts	1	ls	\$ 7,440.17	\$ 7,440.17	0.90	\$ 6,696.15	0.10	\$ 744.02	1	100%	\$ 7,440.17		
3999			Roadways Subtotal				\$ 748,001.28		\$ 737,549.60		\$ 10,451.68		100%	\$ 748,001.28		
4000			Seeding and Mulching and Sod													
4010	18	S	Sod Pond	10992	sy	\$ 3.36	\$ 36,933.12	10992.00	\$ 36,933.12	0.00	\$ -	10992	100%	\$ 36,933.12		
4020	18	S	Sod Behind Curb 21" Strip	2216	sy	\$ 3.36	\$ 7,445.76	2216.00	\$ 7,445.76	0.00	\$ -	2216	100%	\$ 7,445.76		
4030	18	S	Sod Lots Steeper than 4:1	3455	sy	\$ 3.36	\$ 11,608.80	3455.00	\$ 11,608.80	0.00	\$ -	3455	100%	\$ 11,608.80		
4040	18	S	Sod Swale	3017	sy	\$ 3.36	\$ 10,137.12	3017.00	\$ 10,137.12	0.00	\$ -	3017	100%	\$ 10,137.12		
4050	18	S	Seed & Mulch Disturbed	48044	sy	\$ 0.50	\$ 24,022.00	48044.00	\$ 24,022.00	0.00	\$ -	48044	100%	\$ 24,022.00		
4060	18	S	Seed & Mulch Lots	152967	sy	\$ 0.50	\$ 76,483.50	152967.00	\$ 76,483.50	0.00	\$ -	152967	100%	\$ 76,483.50		
4999			Seeding and Mulching and Sod Subtotal				\$ 166,630.30		\$ 166,630.30		\$ -		100%	\$ 166,630.30		

ITEM NO.	PHASE	CAT	DESCRIPTION	PLANNED QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS		CURRENT		JOB TO DATE		
								QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	% COMP	TOTAL
5000			Storm Drainage System											
5010	2	C	Layout Drainage	1	ls	\$ 5,082.54	\$ 5,082.54	1.00	\$ 5,082.54	0.00	\$ -	1	100%	\$ 5,082.54
5020	8	M	Demo 24" RCP & (2) MH's	293	lf	\$ 32.37	\$ 9,484.41	293.00	\$ 9,484.41	0.00	\$ -	293	100%	\$ 9,484.41
5030	3	C	Erosion Control Devices (BMP's)	1	ls	\$ 8,812.00	\$ 8,812.00	1.00	\$ 8,812.00	0.00	\$ -	1	100%	\$ 8,812.00
5040	8	C	Dewatering	1	ls	\$ 56,864.02	\$ 56,864.02	1.00	\$ 56,864.02	0.00	\$ -	1	100%	\$ 56,864.02
5050	8	C	Trench Safety	1	ls	\$ 2,467.28	\$ 2,467.28	1.00	\$ 2,467.28	0.00	\$ -	1	100%	\$ 2,467.28
5060	8	C	12 x 18" ERCP	49	lf	\$ 81.19	\$ 3,978.31	49.00	\$ 3,978.31	0.00	\$ -	49	100%	\$ 3,978.31
5080	8	C	36" RCP	246	lf	\$ 166.16	\$ 40,875.36	246.00	\$ 40,875.36	0.00	\$ -	246	100%	\$ 40,875.36
5090	8	C	30" RCP	363	lf	\$ 127.58	\$ 46,311.54	363.00	\$ 46,311.54	0.00	\$ -	363	100%	\$ 46,311.54
5100	8	C	24" RCP	251	lf	\$ 92.34	\$ 23,177.34	251.00	\$ 23,177.34	0.00	\$ -	251	100%	\$ 23,177.34
5110	8	C	18" RCP	174	lf	\$ 65.16	\$ 11,337.84	174.00	\$ 11,337.84	0.00	\$ -	174	100%	\$ 11,337.84
5120	8	C	15" RCP	359	lf	\$ 51.96	\$ 18,653.64	359.00	\$ 18,653.64	0.00	\$ -	359	100%	\$ 18,653.64
5130	8	C	36" HP	577	lf	\$ 129.92	\$ 74,963.84	577.00	\$ 74,963.84	0.00	\$ -	577	100%	\$ 74,963.84
5140	8	C	24" HP	323	lf	\$ 82.26	\$ 26,569.98	323.00	\$ 26,569.98	0.00	\$ -	323	100%	\$ 26,569.98
5150	8	C	18" HP	667	lf	\$ 58.56	\$ 39,059.52	667.00	\$ 39,059.52	0.00	\$ -	667	100%	\$ 39,059.52
5160	8	C	15" HP	146	lf	\$ 52.55	\$ 7,672.30	146.00	\$ 7,672.30	0.00	\$ -	146	100%	\$ 7,672.30
5170	8	C	Bench Dirt Down & Put back Deep Storm Drain	1453	cy	\$ 5.35	\$ 7,773.55	1453.00	\$ 7,773.55	0.00	\$ -	1453	100%	\$ 7,773.55
5180	8	C	Triple Curb Inlet	2	ea	\$ 13,505.12	\$ 27,010.24	2.00	\$ 27,010.24	0.00	\$ -	2	100%	\$ 27,010.24
5190	8	C	Double Curb Inlet	6	ea	\$ 11,124.59	\$ 66,747.54	6.00	\$ 66,747.54	0.00	\$ -	6	100%	\$ 66,747.54
5200	8	C	Single Curb Inlet	12	ea	\$ 6,151.72	\$ 73,820.64	12.00	\$ 73,820.64	0.00	\$ -	12	100%	\$ 73,820.64
5210	8	C	J-1 Manhole	3	ea	\$ 6,155.23	\$ 18,465.69	3.00	\$ 18,465.69	0.00	\$ -	3	100%	\$ 18,465.69
5220	8	M	Modify Ex. Control Structure	1	ea	\$ 5,764.21	\$ 5,764.21	1.00	\$ 5,764.21	0.00	\$ -	1	100%	\$ 5,764.21
5230	8	M	36" MES Precast	1	ea	\$ 2,192.94	\$ 2,192.94	1.00	\$ 2,192.94	0.00	\$ -	1	100%	\$ 2,192.94
5240	8	M	24" MES Precast	3	ea	\$ 1,355.58	\$ 4,066.74	3.00	\$ 4,066.74	0.00	\$ -	3	100%	\$ 4,066.74
5250	8	M	18" MES Precast	4	ea	\$ 920.37	\$ 3,681.48	4.00	\$ 3,681.48	0.00	\$ -	4	100%	\$ 3,681.48
5260	8	M	15" MES Precast	1	ea	\$ 920.38	\$ 920.38	1.00	\$ 920.38	0.00	\$ -	1	100%	\$ 920.38
5270	21	C	Compaction Testing Storm Drain	1	ls	\$ 4,809.20	\$ 4,809.20	1.00	\$ 4,809.20	0.00	\$ -	1	100%	\$ 4,809.20
5280	8	C	Top Adjustments, Brick & Seal and Inverts	32	ea	\$ 1,851.83	\$ 59,258.56	32.00	\$ 59,258.56	0.00	\$ -	32	100%	\$ 59,258.56
5290	8	S	Televise Drainage	3155	lf	\$ 10.83	\$ 34,168.65	3155.00	\$ 34,168.65	0.00	\$ -	3155	100%	\$ 34,168.65
5300	9	M	6" Under drain (Per Plans)	1647	lf	\$ 40.54	\$ 66,769.38	1647.00	\$ 66,769.38	0.00	\$ -	1647	100%	\$ 66,769.38
5310	22	S	As-Builts	1	ls	\$ 5,974.76	\$ 5,974.76	0.95	\$ 5,676.02	0.05	\$ 298.74	1	100%	\$ 5,974.76
5999			Storm Drainage System Subtotal				\$ 756,733.88	\$ 756,435.14	\$ 298.74		1	100%	\$ 756,733.88	
6000			Sanitary Sewer Collection System											
6010	2	C	Layout Sewer	1	ls	\$ 11,424.89	\$ 11,424.89	1.00	\$ 11,424.89	0.00	\$ -	1	100%	\$ 11,424.89
6020	7	C	Dewatering	1	ls	\$ 55,835.75	\$ 55,835.75	1.00	\$ 55,835.75	0.00	\$ -	1	100%	\$ 55,835.75
6030	7	M	Tie into existing Manhole	3	ea	\$ 6,087.77	\$ 18,263.31	3.00	\$ 18,263.31	0.00	\$ -	3	100%	\$ 18,263.31
6040	7	C	Trench Safety	1	ls	\$ 6,168.20	\$ 6,168.20	1.00	\$ 6,168.20	0.00	\$ -	1	100%	\$ 6,168.20
6050	7	S	8" Sewer Pipe	5605	lf	\$ 51.14	\$ 286,639.70	5605.00	\$ 286,639.70	0.00	\$ -	5605	100%	\$ 286,639.70
6060	7	C	A Manhole	22	ea	\$ 4,117.76	\$ 90,590.72	22.00	\$ 90,590.72	0.00	\$ -	22	100%	\$ 90,590.72
6070	7	C	C Manhole	2	ea	\$ 3,481.29	\$ 6,962.58	2.00	\$ 6,962.58	0.00	\$ -	2	100%	\$ 6,962.58
6080	7	C	Sewer Services	130	ea	\$ 1,413.47	\$ 183,751.10	130.00	\$ 183,751.10	0.00	\$ -	130	100%	\$ 183,751.10
6090	21	C	Compaction Testing Sewer	1	ls	\$ 5,508.72	\$ 5,508.72	1.00	\$ 5,508.72	0.00	\$ -	1	100%	\$ 5,508.72
6100	7	C	Manhole Top Adjustments, Boots & Inverts	27	ea	\$ 1,176.36	\$ 31,761.72	27.00	\$ 31,761.72	0.00	\$ -	27	100%	\$ 31,761.72
6110	7	S	Televise Sewer Main	5605	lf	\$ 6.36	\$ 35,647.80	5605.00	\$ 35,647.80	0.00	\$ -	5605	100%	\$ 35,647.80
6120	22	S	As-Builts	1	ls	\$ 7,304.20	\$ 7,304.20	0.90	\$ 6,573.78	0.10	\$ 730.42	1	100%	\$ 7,304.20
6999			Sanitary Sewer Collection System Subtotal				\$ 749,858.69	\$ 749,128.27	\$ 730.42		1	100%	\$ 749,858.69	
7000			Water Distribution System											
7010	2	C	Layout Water	1	ls	\$ 9,945.12	\$ 9,945.12	1.00	\$ 9,945.12	0.00	\$ -	1	100%	\$ 9,945.12
7020	10	C	Connect to Existing WM	4	ea	\$ 2,053.38	\$ 8,213.52	4.00	\$ 8,213.52	0.00	\$ -	4	100%	\$ 8,213.52
7030	10	M	8" Gate Valve	5	ea	\$ 3,996.26	\$ 19,981.30	5.00	\$ 19,981.30	0.00	\$ -	5	100%	\$ 19,981.30
7040	10	M	6" Gate Valve	3	ea	\$ 2,376.89	\$ 7,130.67	3.00	\$ 7,130.67	0.00	\$ -	3	100%	\$ 7,130.67
7050	10	M	4" Gate Valve	1	ea	\$ 1,953.50	\$ 1,953.50	1.00	\$ 1,953.50	0.00	\$ -	1	100%	\$ 1,953.50
7060	10	M	8" PVC & Fittings	3092	lf	\$ 60.19	\$ 186,107.48	3092.00	\$ 186,107.48	0.00	\$ -	3092	100%	\$ 186,107.48
7070	10	C	8" PVC & Fittings	1227	lf	\$ 39.82	\$ 48,859.14	1227.00	\$ 48,859.14	0.00	\$ -	1227	100%	\$ 48,859.14
7090	10	C	4" PVC & Fittings	863	lf	\$ 28.08	\$ 24,233.04	863.00	\$ 24,233.04	0.00	\$ -	863	100%	\$ 24,233.04
7100	10	C	2" Poly & Fittings	764	lf	\$ 18.24	\$ 13,935.36	764.00	\$ 13,935.36	0.00	\$ -	764	100%	\$ 13,935.36
7110	10	M	Fire Hydrant	10	ea	\$ 8,011.63	\$ 80,116.30	10.00	\$ 80,116.30	0.00	\$ -	10	100%	\$ 80,116.30
7120	10	M	2" Flushing Hydrant	3	ea	\$ 2,550.15	\$ 7,650.45	3.00	\$ 7,650.45	0.00	\$ -	3	100%	\$ 7,650.45
7130	10	C	JEA Water Services Double Long	26	ea	\$ 2,181.56	\$ 56,720.56	26.00	\$ 56,720.56	0.00	\$ -	26	100%	\$ 56,720.56
7140	10	C	JEA Water Services Single	79	ea	\$ 928.39	\$ 73,342.81	79.00	\$ 73,342.81	0.00	\$ -	79	100%	\$ 73,342.81

ITEM NO.	PHASE	CAT	DESCRIPTION	PLANNED QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS		CURRENT		JOB TO DATE		
								QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	% COMP	TOTAL
7150	10	C	Install JEA Water Meter Box	131	ea	\$ 215.32	\$ 28,206.92	131.00	\$ 28,206.92	0.00	\$ -	131	100%	\$ 28,206.92
7160	21	C	Compaction Testing Water	1	ls	\$ 5,158.96	\$ 5,158.96	1.00	\$ 5,158.96	0.00	\$ -	1	100%	\$ 5,158.96
7170	10	M	Cleaning, Bac-t, Wire and Pressure Test Water	9286	lf	\$ 3.04	\$ 28,229.44	9286.00	\$ 28,229.44	0.00	\$ -	9286	100%	\$ 28,229.44
7180	22	S	As-Builts	1	ls	\$ 12,217.15	\$ 12,217.15	0.90	\$ 10,995.44	0.10	\$ 1,221.72	1	100%	\$ 12,217.15
7999			Water Distribution System Subtotal				\$ 512,001.72	\$ 610,780.01	\$ 1,221.72			100%	\$ 612,001.72	
8000			Erosion and Sediment Control											
8010	2	S	Layout Boundary	1	ls	\$ 12,279.76	\$ 12,279.76	1.00	\$ 12,279.76	0.00	\$ -	1	100%	\$ 12,279.76
8020	3	S	Silt fence	3700	lf	\$ 1.71	\$ 6,327.00	3700.00	\$ 6,327.00	0.00	\$ -	3700	100%	\$ 6,327.00
8030	3	S	Staked Turbidity BMP's	7800	lf	\$ 8.88	\$ 69,264.00	7800.00	\$ 69,264.00	0.00	\$ -	7800	100%	\$ 69,264.00
8040	3	S	Inlet Barriers	26	ea	\$ 116.10	\$ 3,018.60	26.00	\$ 3,018.60	0.00	\$ -	26	100%	\$ 3,018.60
8050	3	M	Erosion Control Devices (BMP's)	1	ls	\$ 11,320.98	\$ 11,320.98	1.00	\$ 11,320.98	0.00	\$ -	1	100%	\$ 11,320.98
8060	3	C	Rock Construction Entrance	1	ea	\$ 4,347.08	\$ 4,347.08	1.00	\$ 4,347.08	0.00	\$ -	1	100%	\$ 4,347.08
8999			Erosion and Sediment Control Subtotal				\$ 106,557.42	\$ 106,557.42	\$ -			100%	\$ 106,557.42	
9000			Storm Water Pollution Prevention Plan											
9010	3	M	Notice of Intent (NOI)	1	ls	\$ 1,020.53	\$ 1,020.53	1.00	\$ 1,020.53	0.00	\$ -	1	100%	\$ 1,020.53
9020	3	M	Storm Water Pollution Prevention Plan (SWPPP)	1	ls	\$ 17,198.64	\$ 17,198.64	1.00	\$ 17,198.64	0.00	\$ -	1	100%	\$ 17,198.64
9999			Storm Water Pollution Prevention Plan Subtotal				\$ 18,219.17	\$ 18,219.17	\$ -			100%	\$ 18,219.17	
10000			Payment and Performance Bond											
10010	1	M	Payment and Performance Bond	1	ls	\$ 61,369.40	\$ 61,369.40	1.00	\$ 61,369.40	0.00	\$ -	1	100%	\$ 61,369.40
10999			Payment and Performance Bond Subtotal				\$ 61,369.40	\$ 61,369.40	\$ -			100%	\$ 61,369.40	
11000			Bond Deduct											
11010	1	M	Bond	1	ls	\$ (61,369.40)	\$ (61,369.40)	1.00	\$ (61,369.40)	\$ 0.00	\$ -	1	100%	\$ (61,369.40)
11999			Bond Deduct Subtotal				\$ (61,369.40)	\$ (61,369.40)	\$ -			100%	\$ (61,369.40)	
			GRAND TOTAL				\$ 4,517,266.49	\$ 4,500,581.00	\$ 16,685.49			100%	\$ 4,517,266.49	



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • 904-730-6270 • www.sjrwmd.com

July 15, 2024

Charlene Irland
TW Property Holdings, LLC
2379 Beville Rd
Daytona Beach, FL 32119-8720
Send via email: mveazey@icihomes.com

Re: As-Built Response Letter; Tidewater Unit 4
Permit Number: 90921-5; Item Number: 1429508
(Please reference the permit number/item number on all correspondence.)

Dear Ms. Irland:

The St. Johns River Water Management District has received the "As-built Certification" for the above referenced permit. The District reviewed the As-built drawings and/or the permitted drawings, inspected the project site on May 30, 2024, and has since determined the system is in compliance. This project is now in the operation and maintenance phase. Future inspections may be needed to ensure continued compliance with State law and District rules.

Please note that this permit remains in the name of the original permittee and has not been transferred to a new operation and maintenance entity. To transfer the operation and maintenance phase permit to a new entity, please submit form 62-330.310(2), ("Request for Transfer of Environmental Resource Permit to the Perpetual Operational Maintenance Entity Form"). It is vital to include all necessary information. Failure to submit the appropriate final documents will result in the original permittee remaining liable for operation and maintenance of the permitted activities.

The District encourages you to review the conditions unique to your project. Some projects may require frequent inspections, maintenance or submittals due to the type of system approved and/or the geographical location. At a minimum, the operation and maintenance (O&M) entity must inspect the stormwater/surface water management system once every two years to determine whether the system is functioning as designed and permitted. The District asks that the O&M entity maintain a record of the inspection and have it available upon request. If the system is not functioning as designed and permitted, please submit to the District an Operation and Maintenance Inspection Certification, on form number 62-330.311(1).

As noted in this letter, the submittal of the As-Built Certification does not transfer the permit to a new entity. Therefore, please notify the District within 30 days of any sale, conveyance or any other transfer of a permitted stormwater/surface water management system or the real property on which the system is located, as required by Rule 62-330.340, F.A.C. This notification will assist the District in the permit transfer process and to ensure that the correct entity is the holder of the legal permit.

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

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VERO BEACH

Douglas Burnett
ST. AUGUSTINE

Ron Howse
COCOA

Janet Price
FERNANDINA BEACH

Thank you for your cooperation. If you have any questions, please call me at (904) 224-2974 or by email at BLCorbin@sjrwmd.com.

Sincerely,

Brian Corbin

Brian Corbin
Engineer II
Division of Regulatory Services

CC: Regulatory File
Jonathan Summerfield, ERS
Glen Wieger, Dunn & Associates, Inc.



Cedar Point Community Development District

**Ratification of Payment Authorizations
256 — 272**

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 256
10/10/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
92899	FloridaCommerce (CEDARP)	10/01/2025	Cedar Pointe CDD	175.00
25-06050D	Jacksonville Daily Record (CEDARP)	10/09/2025	Cedar Pointe CDD	89.50
25-06096D	Jacksonville Daily Record (CEDARP)	10/09/2025	Cedar Pointe CDD	121.00
7734	VGlobalTech (CEDARP)	09/30/2025	Cedar Pointe CDD	300.00
7790	VGlobalTech (CEDARP)	10/01/2025	Cedar Pointe CDD	125.00
Total:				810.50

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 257
10/17/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
101625-3	High Tide Electric LLC (CEDARP)	10/16/2025	Cedar Pointe CDD	450.00
DM-10-2025-10	PFM Group Consulting LLC (CEDARP)	10/01/2025	Cedar Pointe CDD	1,958.33
			Total:	2,408.33

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 258
10/31/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
54354	Charles Aquatics, Inc. (CEDARP)	11/01/2025	Cedar Pointe CDD	1,851.00
29733-102825	JEA (CEDARP)	10/28/2025	Cedar Pointe CDD	28.30
			Total:	1,879.30

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 259

11/7/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
OE-EXP-11-2025-10	PFM Group Consulting LLC (CEDARP)	11/04/2025	Cedar Pointe CDD	2.22
7942815	US Bank (CEDARP)	10/24/2025	Cedar Pointe CDD	4,040.63
7910	VGlobalTech (CEDARP)	11/01/2025	Cedar Pointe CDD	125.00
1030285	Yellowstone Landscape (CEDARP)	11/01/2025	Cedar Pointe CDD	858.04
			Total:	5,025.89

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 260
11/14/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
DM-11-2025-10	PFM Group Consulting LLC (CEDARP)	11/06/2025	Cedar Pointe CDD	1,958.33
			Total:	1,958.33

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 261
11/26/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
139300	PFM Group Consulting LLC (CEDARP)	11/24/2025	Cedar Pointe CDD	5,000.00
			Total:	5,000.00

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 262
12/5/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
54555	Charles Aquatics, Inc. (CEDARP)	12/01/2025	Cedar Pointe CDD	1,851.00
120325-2	High Tide Electric LLC (CEDARP)	12/03/2025	Cedar Pointe CDD	325.60
29733-112625	JEA (CEDARP)	11/26/2025	Cedar Pointe CDD	28.30
DM-12-2025-10	PFM Group Consulting LLC (CEDARP)	12/01/2025	Cedar Pointe CDD	1,958.33
OE-EXP-12-2025-04	PFM Group Consulting LLC (CEDARP)	12/05/2025	Cedar Pointe CDD	12.23
1050069	Yellowstone Landscape (CEDARP)	12/01/2025	Cedar Pointe CDD	858.04
			Total:	5,033.50

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 263
12/12/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
3669493	Kutak Rock LLP (CEDARP)	12/04/2025	Cedar Pointe CDD	1,072.88
8044	VGlobalTech (CEDARP)	12/01/2025	Cedar Pointe CDD	125.00
			Total:	1,197.88

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 264
12/19/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
139760	PFM Group Consulting LLC (CEDARP)	12/15/2025	Cedar Pointe CDD	1,250.00
			Total:	1,250.00

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 265
1/2/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
54761	Charles Aquatics, Inc. (CEDARP)	01/01/2026	Cedar Pointe CDD	1,851.00
29733-123025	JEA (CEDARP)	12/30/2025	Cedar Pointe CDD	233.74
			Total:	2,084.74

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 266

1/9/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
26-00087D	Jacksonville Daily Record (CEDARP)	01/08/2026	Cedar Pointe CDD	96.50
1078941	Yellowstone Landscape (CEDARP)	01/01/2026	Cedar Pointe CDD	858.04
			Total:	954.54

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 267
1/16/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
DM-01-2026-08	PFM Group Consulting LLC (CEDARP)	01/05/2026	Cedar Pointe CDD	1,958.33
			Total:	1,958.33

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 268

1/23/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
3686147	Kutak Rock LLP (CEDARP)	01/06/2026	Cedar Pointe CDD	295.50
7996	VGlobalTech (CEDARP)	12/01/2025	Cedar Pointe CDD	300.00
8132	VGlobalTech (CEDARP)	01/01/2026	Cedar Pointe CDD	125.00
			Total:	720.50

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 269

1/30/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
54963	Charles Aquatics, Inc. (CEDARP)	02/01/2026	Cedar Pointe CDD	1,851.00
29733-012926	JEA (CEDARP)	01/29/2026	Cedar Pointe CDD	261.34
			Total:	2,112.34

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 270

2/6/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
DM-02-2026-08	PFM Group Consulting LLC (CEDARP)	02/05/2026	Cedar Pointe CDD	1,958.33
8212	VGlobalTech (CEDARP)	02/01/2026	Cedar Pointe CDD	125.00
1099839	Yellowstone Landscape (CEDARP)	02/01/2026	Cedar Pointe CDD	858.04
			Total:	2,941.37

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 271

3/6/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
55156	Charles Aquatics, Inc. (CEDARP)	03/01/2026	Cedar Pointe CDD	1,851.00
28745	Grau and Associates (CEDARP)	03/02/2026	Cedar Pointe CDD	3,800.00
29733-022726	JEA (CEDARP)	02/27/2026	Cedar Pointe CDD	250.30
141000	PFM Group Consulting LLC (CEDARP)	03/03/2026	Cedar Pointe CDD	35.89
8299	VGlobalTech (CEDARP)	03/01/2026	Cedar Pointe CDD	125.00
1124492	Yellowstone Landscape (CEDARP)	03/01/2026	Cedar Pointe CDD	858.04
			Total:	6,920.23

Secretary / Assistant Secretary

Chairman / Vice Chairman

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 272

3/13/2026

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
DM-03-2026-8	PFM Group Consulting LLC (CEDARP)	03/05/2026	Cedar Pointe CDD	1,958.33
			Total:	1,958.33

Secretary / Assistant Secretary

Chairman / Vice Chairman



Cedar Point Community Development District

Review of District Financial Statements



Cedar Pointe CDD

February 2026 Financial Package

February 28, 2026

PFM Group Consulting LLC
3501 Quadrangle Blvd
Suite 270
Orlando, FL 32817
407-723-5900



Cedar Pointe CDD
Statement of Financial Position
As of 2/28/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$138,994.91				\$138,994.91
State Board of Administration	10,003.37				10,003.37
Assessments Receivable	2,085.35				2,085.35
Assessments Receivable		\$5,783.62			5,783.62
Debt Service Reserve 2005A		206,031.64			206,031.64
Revenue 2005A		486,828.10			486,828.10
Prepayment 2005A		17,780.39			17,780.39
Deferred Cost 2005A			\$611.93		611.93
Total Current Assets	<u>\$151,083.63</u>	<u>\$716,423.75</u>	<u>\$611.93</u>	<u>\$0.00</u>	<u>\$868,119.31</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$710,640.13	\$710,640.13
Amount To Be Provided				2,349,359.87	2,349,359.87
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,060,000.00</u>	<u>\$3,060,000.00</u>
Total Assets	<u><u>\$151,083.63</u></u>	<u><u>\$716,423.75</u></u>	<u><u>\$611.93</u></u>	<u><u>\$3,060,000.00</u></u>	<u><u>\$3,928,119.31</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Deferred Revenue	\$2,085.35				\$2,085.35
Deferred Revenue		\$5,783.62			5,783.62
Total Current Liabilities	<u>\$2,085.35</u>	<u>\$5,783.62</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$7,868.97</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable Long Term				\$3,060,000.00	\$3,060,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,060,000.00</u>	<u>\$3,060,000.00</u>
Total Liabilities	<u><u>\$2,085.35</u></u>	<u><u>\$5,783.62</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,060,000.00</u></u>	<u><u>\$3,067,868.97</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$254,295.36				\$254,295.36
Net Assets - General Government	(196,637.34)				(196,637.34)
Current Year Net Assets - General Government	91,340.26				91,340.26
Net Assets, Unrestricted		\$421,777.64			421,777.64
Current Year Net Assets, Unrestricted		288,862.49			288,862.49
Net Assets, Unrestricted			\$39,792.21		39,792.21
Current Year Net Assets, Unrestricted			(39,180.28)		(39,180.28)
Total Net Assets	<u><u>\$148,998.28</u></u>	<u><u>\$710,640.13</u></u>	<u><u>\$611.93</u></u>	<u><u>\$0.00</u></u>	<u><u>\$860,250.34</u></u>
Total Liabilities and Net Assets	<u><u>\$151,083.63</u></u>	<u><u>\$716,423.75</u></u>	<u><u>\$611.93</u></u>	<u><u>\$3,060,000.00</u></u>	<u><u>\$3,928,119.31</u></u>



Cedar Pointe CDD
Statement of Activities
As of 2/28/2026

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$138,514.65				\$138,514.65
On-Roll Assessments		\$384,165.58			384,165.58
Other Assessments		15,554.76			15,554.76
Inter-Fund Group Transfers In		(3,371.86)			(3,371.86)
Inter-Fund Transfers In			\$3,371.86		3,371.86
Total Revenues	<u>\$138,514.65</u>	<u>\$396,348.48</u>	<u>\$3,371.86</u>	<u>\$0.00</u>	<u>\$538,234.99</u>
<u>Expenses</u>					
Supervisor Fees	\$800.00				\$800.00
Public Official Insurance	3,607.00				3,607.00
Trustee Services	4,040.63				4,040.63
District Management	9,791.65				9,791.65
Disclosure Agent	1,250.00				1,250.00
District Counsel	1,368.38				1,368.38
Assessment Administration	5,000.00				5,000.00
Legal Advertising	307.00				307.00
Contingency	775.60				775.60
Web Site Maintenance	925.00				925.00
Dues, Licenses, and Fees	175.00				175.00
Water Reclaimed	551.68				551.68
General Insurance	4,688.00				4,688.00
Crime Insurance	500.00				500.00
Lake Maintenance	9,255.00				9,255.00
Landscaping Maintenance & Material	4,290.20				4,290.20
Miscellaneous	14.45				14.45
Principal Payments		\$30,000.00			30,000.00
Interest Payments		83,043.75			83,043.75
Capital Expenditures			\$43,055.49		43,055.49
Total Expenses	<u>\$47,339.59</u>	<u>\$113,043.75</u>	<u>\$43,055.49</u>	<u>\$0.00</u>	<u>\$203,438.83</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$165.20				\$165.20
Interest Income		\$5,557.76			5,557.76
Interest Income			\$503.35		503.35
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$165.20</u>	<u>\$5,557.76</u>	<u>\$503.35</u>	<u>\$0.00</u>	<u>\$6,226.31</u>
Change In Net Assets	\$91,340.26	\$288,862.49	(\$39,180.28)	\$0.00	\$341,022.47
Net Assets At Beginning Of Year	\$57,658.02	\$421,777.64	\$39,792.21	\$0.00	\$519,227.87
Net Assets At End Of Year	<u>\$148,998.28</u>	<u>\$710,640.13</u>	<u>\$611.93</u>	<u>\$0.00</u>	<u>\$860,250.34</u>



Cedar Pointe CDD
Budget to Actual
For the Month Ending 2/28/2026

	Actual	Year to Date Budget	Variance	Adopted FY 2026 Budget	Percentage Spent
<u>Revenues</u>					
Assessments	\$ 138,514.65	\$ 58,583.21	\$ 79,931.44	\$ 140,599.70	98.52%
Net Revenues	\$ 138,514.65	\$ 58,583.21	\$ 79,931.44	\$ 140,599.70	98.52%
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 800.00	\$ 1,666.67	\$ (866.67)	\$ 4,000.00	20.00%
Public Official Insurance	3,607.00	1,595.00	2,012.00	3,828.00	94.23%
Trustee	4,040.63	1,708.33	2,332.30	4,100.00	98.55%
District Management Fees	9,791.65	9,791.67	(0.02)	23,500.00	41.67%
Disclosure Agent	1,250.00	2,083.33	(833.33)	5,000.00	25.00%
District Counsel	1,368.38	1,291.67	76.71	3,100.00	44.14%
Assessment Administration	5,000.00	2,083.33	2,916.67	5,000.00	100.00%
Reamortization Schedule	-	104.17	(104.17)	250.00	0.00%
Audit Fees	-	1,708.33	(1,708.33)	4,100.00	0.00%
Arbitrage	-	625.00	(625.00)	1,500.00	0.00%
Tax Document Preparation Fee	-	6.25	(6.25)	15.00	0.00%
Legal Advertising	307.00	416.67	(109.67)	1,000.00	30.70%
Contingency (Repairs / Maintenance / Improvements / Misc)	775.60	8,646.13	(7,870.53)	20,750.70	3.74%
Web Site Maintenance	925.00	1,125.00	(200.00)	2,700.00	34.26%
Dues, Licenses & Fees	175.00	72.92	102.08	175.00	100.00%
Electric	-	312.50	(312.50)	750.00	0.00%
Reclaimed Water	551.68	3,500.00	(2,948.32)	8,400.00	6.57%
Maintenance of Trees/Wetlands	-	416.67	(416.67)	1,000.00	0.00%
General Insurance	4,688.00	2,073.33	2,614.67	4,976.00	94.21%
Crime Insurance	500.00	208.33	291.67	500.00	100.00%
Lake Maintenance	9,255.00	9,385.42	(130.42)	22,525.00	41.09%
Landscape Maintenance	4,290.20	9,616.67	(5,326.47)	23,080.00	18.59%
Office Misc (Phone / Postage / Travel)	14.45	145.83	(131.38)	350.00	4.13%
Total General & Administrative Expenses	\$ 47,339.59	\$ 58,583.21	\$ (11,243.62)	\$ 140,599.70	33.67%
Total Expenses	\$ 47,339.59	\$ 58,583.21	\$ (11,243.62)	\$ 140,599.70	33.67%
Income (Loss) from Operations	\$ 91,175.06	\$ -	\$ 91,175.06	\$ -	
<u>Other Income (Expense)</u>					
Interest Income	\$ 165.20	\$ -	\$ 165.20	\$ -	
Total Other Income (Expense)	\$ 165.20	\$ -	\$ 165.20	\$ -	
Net Income (Loss)	\$ 91,340.26	\$ -	\$ 91,340.26	\$ -	