

Abbott Square Community Development District

Page #1

<https://www.abbottsquarecdd.net/>

Board of Supervisors

Kelly Evans, Chairperson
Tanya Benton, Vice Chairperson
Lori Campagna, Assistant Secretary
Justin Barnett, Assistant Secretary
Malinda Miller, Assistant Secretary

District Staff

Mark Vega, District Manager
Vivek Babbar, District Counsel
Tonja Stewart, District Engineer
Jason Liggett, Field Manager
Alize Aninipot, District Manager

Regular Meeting Agenda

Monday, October 13, 2025 at 6:30 p.m.

1. Call to Order/Roll Call

2. Public Comments (Comments limited to three (3) minutes per speaker)

3. Staff Report

- A. Field Manager
 - i. Review of the August Community Inspection Report Pg. 2
- B. District Manager
- C. District Engineer
- D. District Counsel
 - i. Discussion of Recreational Facilities Policies Pg. 11
 - ii. Consideration of Amenity Management Proposals
 - a. Home Encounter Pg. 28
 - b. Inframark Pg. 43

4. Business Items

- A. Discussion of Relocation of Bus Stops to Amenity Center
- B. Consideration of Blue Wave Lighting Holiday Lighting Proposal Pg. 56
- C. Discussion of Clubhouse Estimates from Southern Automated Access Services Pg. 57
- D. Consideration of FITNESSMITH Inv. #1094840

5. Business Administration

- A. Consideration of Minutes: (*under separate cover*).
 - i. June 4, 2025
 - ii. July 16, 2025
 - iii. August 6, 2025
 - iv. September 3, 2025
- B. Acceptance of the Financial Reports (*August 2025*) Pg. 61

6. Board of Supervisors' Requests and Comments

7. Adjournment

Next Meeting is November 10, 2025 at 6:30 PM

District Office:

Abbott Square CDD c/o Inframark
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
813-873-7300

Meeting Room

Abbott Square CDD Clubhouse
6598 Bar S Bar Trail
Zephyrhills, FL 33541



Abbott Square CDD

Monday, 22 September 2025

Prepared For Board Of Supervisors

23 Item Identified

23 Item Incomplete

A handwritten signature in black ink, appearing to read "Jason Liggett".

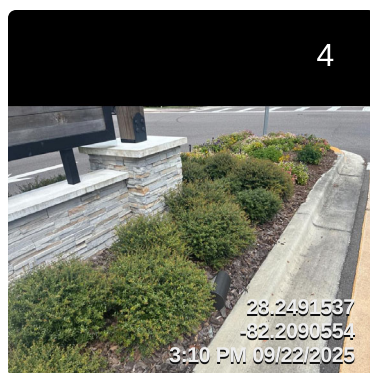
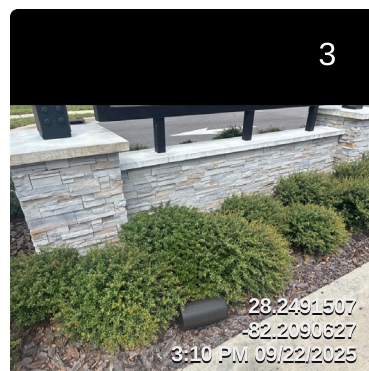
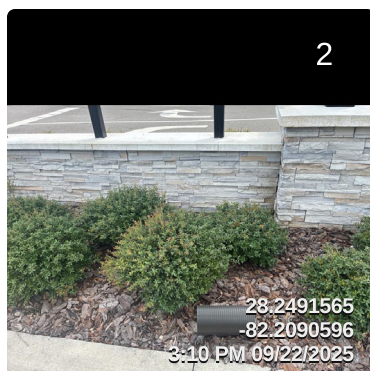
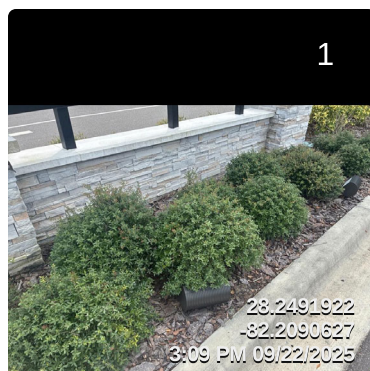
Jason Liggett

Lead District Field Coordinator

Item 1

Assigned To: [Board/ Steadfast](#)

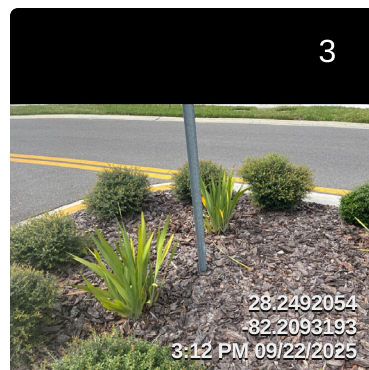
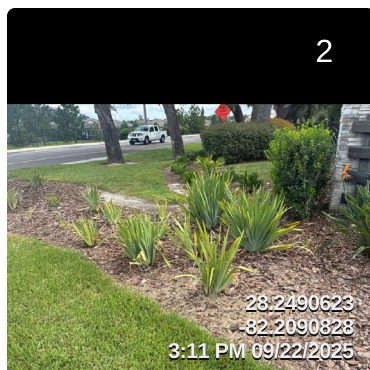
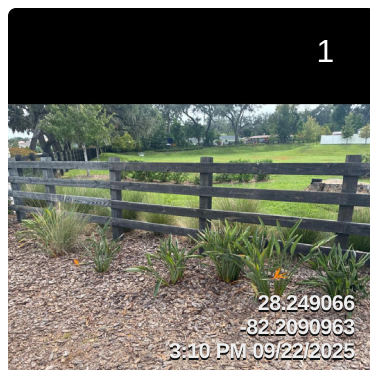
Remove the Schilling hollies that are covering the lighting at the monument on Garden Wall Way to allow the lights to project at night. We will need to discuss this in the board meeting.

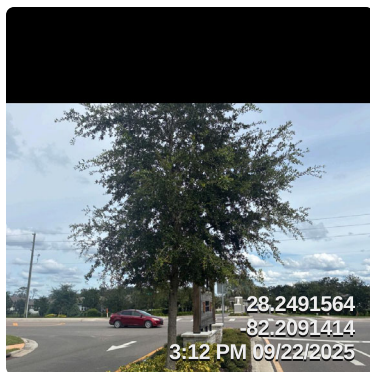


Item 2

Assigned To: [Steadfast](#)

Great job cleaning out the dead material from the base of the plants throughout the Garden Wall Way entrance.





Item 3

Assigned To: [Steadfast](#)

Limb up the first oak tree in the center island at the Garden Wall Way entrance.



Item 4

Assigned To: [Steadfast](#)

Apply fertilizer to the East Palatka hollies located next to 6400 Ten Acre Court. The foliage is yellowing and may be showing signs of nutrient deficiency.



Item 5

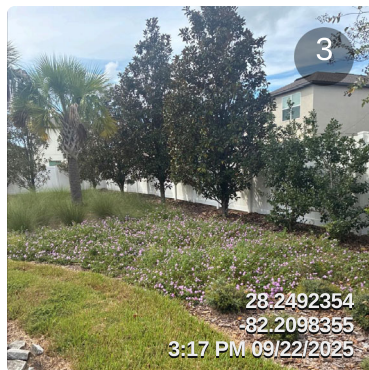
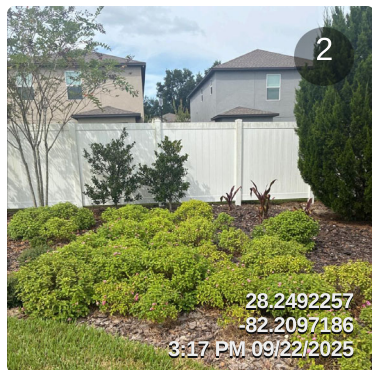
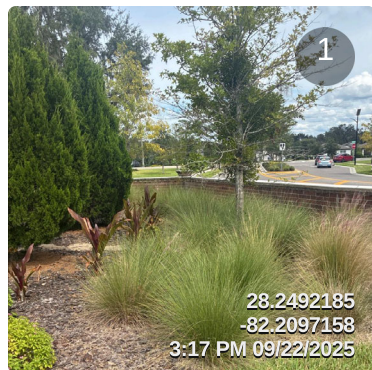
Assigned To: [Board](#)

Several bricks from the park area on Garden Wall Way were found placed under the large oak tree near the entrance.

Item 6

Assigned To: [Steadfast](#)

There has been noticeable improvement in bed weed control at the park entrance on Garden Wall Way



Item 7

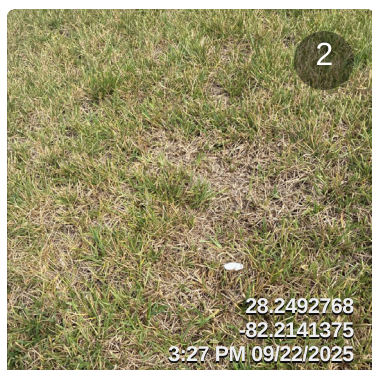
Assigned To: [Steadfast](#)

Please inspect the red cedars along Smithfield Lane and confirm that all are properly pinned into the ground. Some appear to be loose and may need to be secured.

Item 8

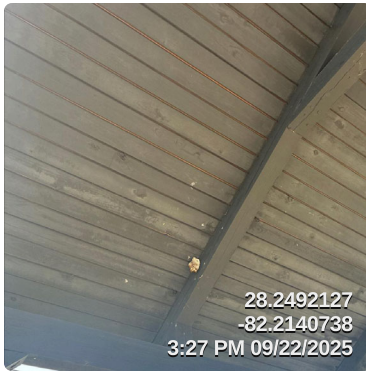
Assigned To: [Steadfast](#)

Enhance the health and vigor of the St. Augustine turf in the park area adjacent to 36432 Camp Fire Terrace. Apply selective herbicides to control weed growth while preserving the turfgrass.



Item 9**Assigned To:** Jayman

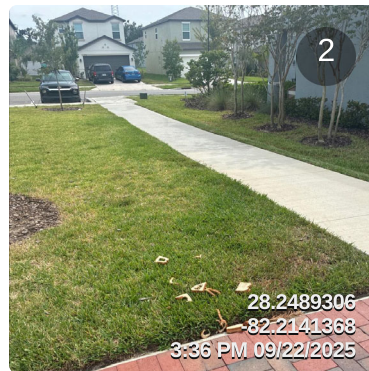
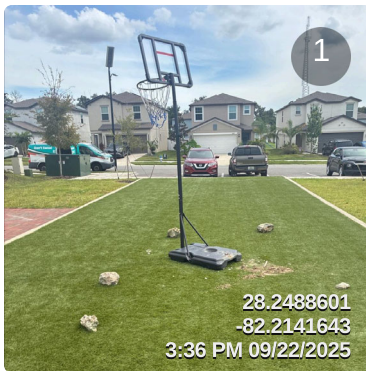
Wasps continue to be active in the Portola plantings adjacent to 36432 Camp Fire Terrace.

**Item 10****Assigned To:** Board

Installation of the grill is scheduled for September 25th at the location adjacent to 36549 Garden Wall Way. The pinched copper line will be replaced before installation to ensure proper function.

**Item 11****Assigned To:** Board/ DM

During recent inspections, rocks were found deposited in the turf area adjacent to 36459 Garden Wall Way. Additionally, a basketball goal is currently situated on the artificial turf, which may cause damage.

**Item 12****Assigned To:** Steadfast

Apply appropriate weed control treatment to the turf area next to 36459 Garden Wall Way to manage and eliminate weed growth.

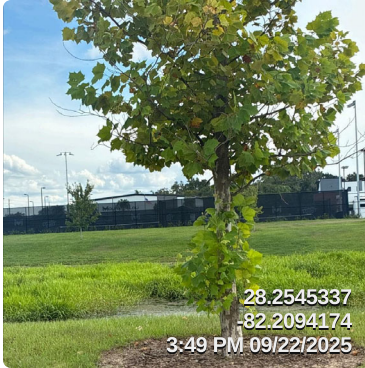




Item 13

Assigned To: [District Manager](#)

Inframark is preparing proposals for the completion of this work



Item 14

Assigned To: [Steadfast](#)

Please remove the sucker growth from the sycamore tree located on the outbound side of the Bar S Bar entrance.



Item 15

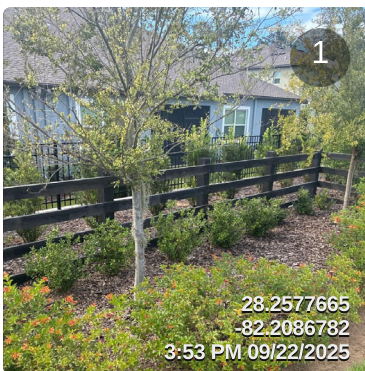
Assigned To: [Steadfast](#)

Prune and lift the immature oak trees along Simon's Road to encourage healthy development and ensure proper shaping for future growth.

Item 16

Assigned To: [Steadfast](#)

The beds along Simon's Road show noticeable improvement. Please ensure consistency by monitoring these areas regularly throughout the service month. Excellent work!





Item 17

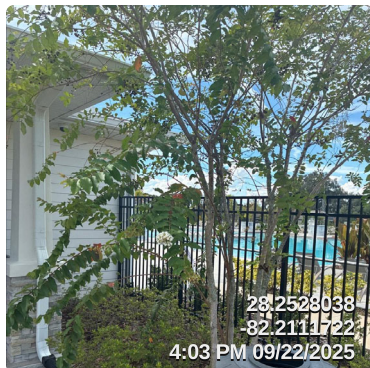
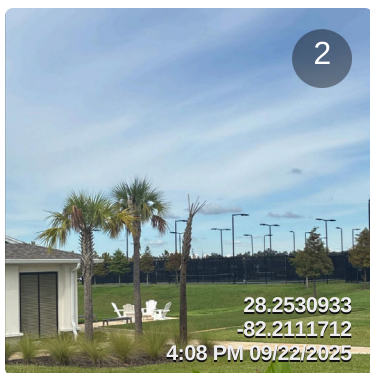
Assigned To: [Steadfast](#)

Please apply 8-2-12 fertilizer to the palms along the fence on Simon's Road. Several Sabal palms are showing signs of weakness and require treatment.

Item 18

Assigned To: [Board](#)

I have identified two sabal palms at the amenity center that require replacement. Would the board like me to obtain pricing for this?



Item 19

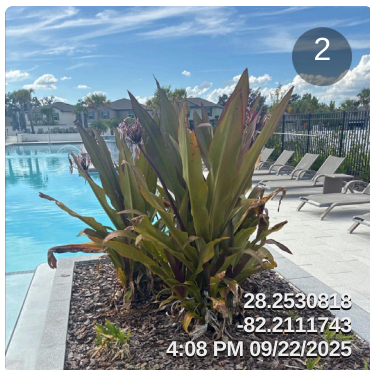
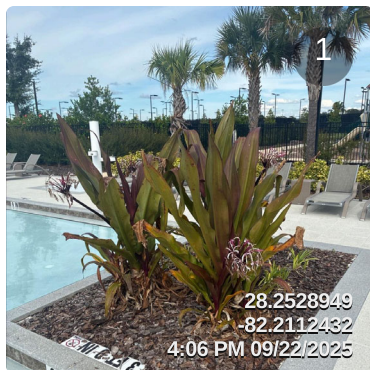
Assigned To: [Steadfast](#)

Please remove the suckers from the crape myrtles at the east side entrance to the amenity center.

Item 20

Assigned To: [Steadfast](#)

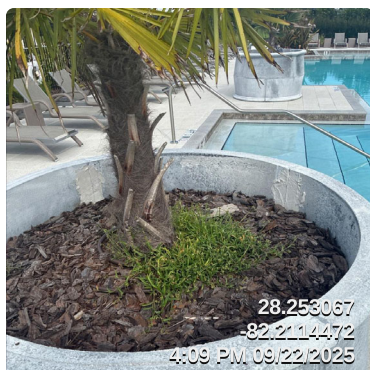
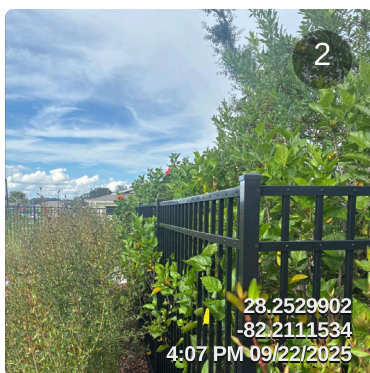
Please remove the dead foliage from the crinum lilies around the pool area. Additionally, inspect and treat the plants for any signs of fungus, as the issue may also be related to exposure to pool chemicals.



Item 21

Assigned To: [Steadfast](#)

Please remove the tall weeds throughout the kids' playground. Also, ensure that the hibiscus plants are not growing through the fence.



Item 22

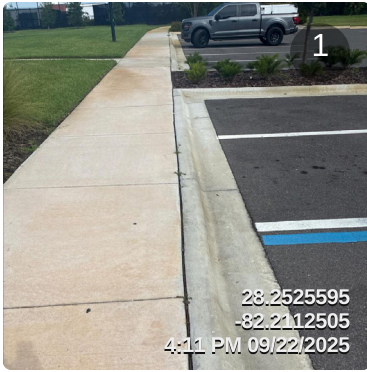
Assigned To: [Steadfast](#)

Please remove the weeds from the planting beds in the containers around the pool area.

Item 23

Assigned To: [Steadfast](#)

Please eradicate the crack weeds throughout the pool area parking lot.



Abbott Square Community Development District

Recreational Facilities Policies

August 6, 2025

Definitions

“Board” shall mean the Board of Supervisors of the District.

“Clubhouse Manager” – shall mean the person or firm so designated by the Board to manage the Recreational Facilities.

“Clubhouse Staff” – shall mean the Clubhouse Manager, including their employees, or such other individuals so designated by the Board to operate the Recreational Facilities.

“District” shall mean the Abbott Square Community Development District.

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

“District’s website” – shall mean <https://www.abbottsquarecdd.net>

“Guest” shall mean any individual who is invited by a Patron and must be accompanied to use the Recreational Facilities by a Patron.

“Non-Resident Annual User Fee” shall mean the fee established by the Board for any person that wishes to become a Non-Resident Member. The amount of the user fee is set forth herein, and that amount is subject to change based on Board action at a noticed public hearing.

“Non-Resident Member” shall mean any individual not owning property in the District who has paid the Non-Resident Annual User Fee to the District for use of the Recreational Facilities.

“Patron” shall mean Residents, Non-Resident Members, and Tenants, including any members of the households at the same address of any of the foregoing.

“Recreational Facilities” shall mean the properties and areas owned by the District intended for recreational use, including but limited to, the clubhouse building, pool, cabana game room, parking lot, green space, landscaping/hardscaping, passive parks, together with their appurtenant facilities and areas.

“Renter” shall mean any person who rents certain portions or spaces of the Recreational Facilities for specified events pursuant to the approval of the District staff.

“Resident” shall mean any person, spouse, or registered domestic partner of a person or family owning property within the District.

“Tenant” shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

Enforcement of Policies

The Board, the District Manager, and any Clubhouse Staff shall have full authority to enforce these policies. However, the Chair or Vice-Chair of the Board and the District Manager shall have the authority to waive strict application of any of these policies when prudent, necessary, or in the best interest of the District and its Patrons and their Guests. Such a temporary waiver of any policy shall not constitute a continuous, ongoing waiver of said policy.

Use of Recreational Facilities at Your Own Risk

Patrons and their Guests are welcome to enjoy the Recreational Facilities at their own risk and pursuant to the District's policies. The District does not provide on-site staff dedicated for the purpose of monitoring the use of the Recreational Facilities or safety of the Patrons, Renters, or their Guests. The District will not accept responsibility for any injuries from the use of the Recreational Facilities or damage or theft of personal property. The District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property or any other property.

People interested in using the Recreational Facilities are encouraged to consult with a physician prior to commencing a physical fitness program.

Consequences for Violation of Policies

Violation of the District's policies, or misuse, vandalism, or destruction of any District property, or any criminal activity on District property may result in:

- suspension or termination of Recreational Facilities privileges for the entire household.
- being trespassed from District property.
- the District pursuing restitution in regard to destruction of any District property.
- criminal mischief may be prosecuted in which the culprits may be charged with a misdemeanor of the first degree, which may result in being sentenced to 1 year in jail and a fine of up to \$1,000.
- The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

Indemnification

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

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

Access Fobs

1. The District operates an access system for entry into certain Recreational Facilities equipped with access systems to ensure that only Patrons and their Guests enjoy such facilities.
2. The District issues 2 free initial Access fobs to the first owner of the house.
3. If the current Residents sell their property, then they may transfer their Access fobs to the purchaser of their home. If no transfer is made, then the new owners may purchase an access fob from the District for a non-refundable fee of \$25.00 per access fob.
4. Tenants who have proof of a valid rental agreement will be issued Access fobs after they pay the District a non-refundable fee of \$25.00 per access fob.
5. There is a \$25.00 non-refundable fee to replace a lost access fob or to purchase an additional access fob. No more than 3 Access fobs (issued to those 15 years or older) may be held by any household at any time.
6. Under no circumstance should a Patron provide their Access fobs to another person to allow them to utilize the Recreational Facilities. To obtain an access fob, proof of residence (Driver's License, State ID, warrantee deed, utility bill or a vehicle registration) is required.
7. Pursuant to industry best management practices the District purges its access fob database system every 4 years and requires Patrons to visit the clubhouse to re-activate their Access fobs. The District will provide at least 2 months' notice prior to purging the database.

Guests

Each Patron household may bring no more than 4 persons as Guests to the Recreational Facilities at one time.

1. Infants, 1 year old and younger, do not count towards the maximum guest total.
2. Patrons that are 15-17 who are visiting without a Patron at least 18 years of age may only bring 1 Guest that is at least 15 years of age or older.
3. This section does not apply to any Renters, if space has been rented then the number of Patron's attendees shall be limited by applicable policies or by the capacity of such space.

General Policies

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these policies at a duly-noticed Board meeting and will notify the Patrons of any changes by posting such new policies on the District's website. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's policies, the Board must hold a duly-noticed public hearing.
2. All Patrons and their Guests shall abide by and comply with any and all federal, state, and local laws and ordinances while present at or utilizing the Recreational Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
3. Portions of the Recreational Facilities have 24-7 video surveillance, intended solely to ensure the property of the District is protected or to identify any persons who damage District property.
4. All Patrons and their Guests using the Recreational Facilities are expected to conduct themselves in a responsible, courteous, respectful, and safe manner, in compliance with all District policies governing the Recreational Facilities.
5. No illegal weapons should be brought onto District property. If there are any concerns with weapons or safety, the concerned party should contact law enforcement.
6. Upon the District's insurance carrier's recommendation to ensure that the District mitigates children's exposure to injury, children under 15 years of age must be accompanied by a parent, guardian, or adult Patron, 18 years of age or older. This policy is meant to follow the sound public policy and determination of appropriate age for minors to assume responsibility for their actions in accordance with the State of Florida's requirements for obtaining a Florida's learner's permit.
7. Patrons, Renters, or their Guests shall not bring, serve, or consume alcoholic beverages at the Recreational Facilities without authorization by the Board.
8. The Recreational Facilities are available for use by Patrons and their Guests during normal operating hours to be established and posted by the District.
9. Outdoor grilling is only permitted on District owned grills. No personal, commercial, or other grills are permitted unless at a pre-approved special event authorized in writing from the District; this includes gas, charcoal, and electrical grills, regardless of size.
10. Patrons and Guests are responsible for cleaning up after themselves and disposing of trash in appropriate containers.
11. Patrons are responsible for any damage, contamination, pollution, or other such action they or their Guests cause to District property and will be responsible for the costs associated with repairing, treating, remediating, or fixing such District property.
12. Patrons are responsible for any and all actions taken by any of their Guests. Violation by a Guest of any of these policies as set forth by the District could result in loss of the privileges and/or membership of that Patron.
13. All Patrons and their Guests may be required to present a valid government issued identification

card in order to gain access to the Recreational Facilities.

14. No Patron or Guest wearing a wet bathing suit may sit on the indoor clubhouse furniture.
15. Except for designated parking areas, off-road motorbikes/vehicles (including ATVs and motorized scooters) are prohibited on all property owned, maintained, and operated by the District including, but not limited to, the Recreational Facilities.
16. Skateboarding and rollerblading are not permitted on all property owned, maintained, and operated by the District including, but not limited to, the Recreational Facilities.
17. There is no trespassing allowed in all designated wetland conservation and/or mitigation areas. Trespassers will be reported to the local authorities.
18. Profanity, rough housing, and disruptive behavior are prohibited.
19. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted.
20. Fireworks of any kind are not permitted anywhere at or in the Recreational Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
21. Only District contractors, vendors, or authorized personnel are allowed in the service areas of the Recreational Facilities.
22. Except for District contractors, vendors, or authorized personnel, no watercrafts of any kind are allowed in any District stormwater ponds.
23. No fishing or swimming is permitted in any District stormwater ponds.
24. Audio or Video playing devices are not permitted unless they are personal units equipped with headphones. However, Clubhouse Staff is permitted to play music throughout the Recreational Facilities.
25. Unless approved in writing by the Board, District Manager, or Clubhouse Manager, no signage or advertisements shall be posted or circulated within the Recreational Facilities property or other District property.
26. The Recreational Facilities shall not be used for commercial purposes without written permission from the District Manager or Clubhouse Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising. Any use of the Recreational Facilities on a regular basis for commercial purposes must be presented to the Board and if approved an agreement will need to be signed and appropriate certificate of insurance may be required.
27. The District Manager or Clubhouse Manager have the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies etc., at the Recreational Facilities, except with respect to user and rental fees that have been established by the Board. The District Manager or Clubhouse Manager also have the right to authorize management sponsored

events and programs to better serve the Patrons, and to reserve any Recreational Facilities for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs, and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the District Manager will coordinate the compensation from such programs or events to the District accordingly.

28. For any emergencies, please call 911. Afterwards please report all emergencies and injuries to the Clubhouse Manager as well as the District Manager via the contact information on the District's website.
29. All malfunctioning or broken equipment should immediately be reported to the District Manager via the contact information on the District's website.
30. No person shall remove or relocate any piece of furniture or piece of property in the Recreational Facilities that belongs to the District and/or their vendors and contractors, without prior written authorization.

Designation of Tenant to Use Resident's Membership Privileges

1. Residents who rent or lease out their home shall have the right to designate the Tenant of their home as the beneficial users of the Resident's membership privileges for purposes of Recreational Facilities use.
2. A Tenant who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Recreational Facilities as a Resident. If the Resident does not designate the Tenant as a beneficial user of the Resident's membership privileges, the Tenant will be required to pay the Non-Resident Annual User Fee to acquire a membership, unless that Tenant is a Guest.
3. During the period when a Tenant is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Recreational Facilities with respect to that membership.

Pets and Service Animals Policies

Dogs or other pets (with the exception of Service Animals- defined below) are not permitted on or within the Recreational Facilities. A "**Service Animal**" includes dogs or other pets trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

1. The Service Animal is out of control and its handler fails to take effective measures to control it;
2. The Service Animal is not housebroken; or
3. The Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Where dogs or other pets are permitted on the grounds, they must be leashed. Owners of any pets are responsible for picking up after their pets as a courtesy to residents.

Pool and Splash Park Policies

1. There is no lifeguard on duty.
2. Swimming is permitted only during posted swimming hours.
3. Pool parties are not permitted.
4. The pool or Splash Park is not to be used during inclement weather (especially if lightning is present).
5. Proper swimwear is required. Loose clothing, especially with strings, is prohibited.
6. Children under 3 years of age and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.
7. The changing of diapers or clothes should only be done in the restrooms.
8. No one with skin disease, nasal or ear discharge, open cut or communicable disease shall be permitted in the pool or Splash Park.
9. Persons that are ill with diarrhea cannot enter the pool or Splash Park.
10. No glass containers are permitted in the fenced pool area, Splash Park, or bathrooms.
11. No Food or Beverages are permitted in the pool, Splash Park, or on the wet deck.
12. Patrons and their Guests should shower before entering the pool or Splash Park.
13. The pool furniture may not be reserved and is on a first-come basis for usage.
14. Pool furniture must be kept 10 feet from the pools edge at all times.
15. Pool Furniture should not be removed from the fenced pool area or Splash Park.
16. Umbrellas must be lowered after use.
17. No loud noises, harassment, diving, flips, back jumps, running, pushing, chicken fighting, horseplay, or other dangerous actions is permitted.
18. No swinging on ladders, fences, or railings is permitted.
19. No skates, skateboards, scooters, or bicycles are permitted within the fenced pool area or Splash Park.
20. Provided they are used in a normal and safe manner, only Coast Guard approved personal floatation devices, lap swimming kickboards, masks, goggles, and water wings are permitted in the pool. All other aquatic toys and equipment are not permitted in the pool. Clubhouse Staff has the final say regarding the use of any and all recreational floatation devices.
21. Swimming lanes must be kept open when in use by lap swimmers.
22. Hanging on lane lines or floating lines and interfering with lap-swimming is prohibited.
23. Lane lines or floating lines will be in the pool until at least 10 am daily and shall not be disturbed.
24. Chemicals used in the pool or Splash Park may affect certain hair or fabric colors. The District is not responsible for these effects.

Playground and Community Park Policies

1. Proper footwear and clothing are required. Loose clothing, especially with strings, is prohibited.
2. Mulch must not be picked up, thrown, or kicked for any reason.
3. No food, drinks, or gum are permitted at the playground.
4. No glass containers are permitted at the playground.
5. No jumping off from any climbing bar or platform.

Fitness Center Policies:

1. Patrons 15 years of age and older are permitted to use the Fitness Center during designated operating hours.
2. Children that are 13 or 14 years of age are allowed under supervision by a parent or adult Patron, 18 years of age or older.
3. Upon the District's insurance carrier's recommendation to ensure that the District mitigates children's exposure to injury, no children under the age of 13 are allowed in the Fitness Center at any time.
4. Patrons are not allowed to bring Guests to the fitness center.
5. Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits (no jeans or swimsuits).
6. Food (including chewing gum) is not permitted within the Fitness Center.
7. Beverages are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
8. Each individual is responsible for wiping off fitness equipment after use.
9. Prior to the use of any personal trainer at the Recreational Facilities, the personal trainer must enter into an agreement with the District and provide evidence of acceptable training certificates and insurance.
10. Hand chalk is not permitted to be used in the Fitness Center.
11. No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
12. Weights or other fitness equipment may not be removed from the Fitness Center.
13. If other individuals are waiting, the use of cardiovascular equipment shall be limited to 30-minute periods and individuals shall alternate between multiple sets on weight equipment.
14. Please return the weights and other fitness equipment to the proper location after use.
15. Any fitness program operated and run by Clubhouse Staff may have priority over other users of the Fitness Center.

Cabana Game Room Policies

1. The Cabana Game Room and checking out/returning of equipment is only open during staffed hours.
 - a. The Game Room equipment will be kept at the front desk and must be signed out from Clubhouse Staff.
 - b. Failure to return the equipment may result in reimbursing the District for the cost of such equipment.
 - c. Patrons should notify Clubhouse Staff if any equipment is missing or broken.
2. No Patron under the age of 16 is permitted in the Cabana Game Room without an 18 and older Patron present.
3. Patrons must not sit or lean on the game tables.
4. When Patrons are finished playing, Patrons should return the game equipment to the front desk.
5. When all of the game room tables are occupied and other Patrons are waiting, Patrons must limit usage time to 1 hour. This time limit does not apply to posted notices of tournament play.

General Parking Policies:

The District adopted the following policies regarding the parking and towing of vehicles or vessels of any kind (as defined by Section 715.07, Florida Statutes) located on District property. Subject to the below policies, parking is only permitted on District rights-of-way and District parking areas located throughout the District's boundary (the "**District Roads and District Parking Areas**") or the Parking Lot; parking is not permitted on any other District property. These policies are in addition to, and exclusive of, various state laws, city and county regulations, governing parking.

1. There should be no parking of vessels (i.e. watercraft) on any District Roads or District property.
2. Unless authorized in writing by the District, only vehicles that can fit in a standard parking space are permitted to park in the Parking Lot, District Roads or in District Parking Areas.
 - a. No commercial vehicles (other than vendors currently servicing the District), RVs, boats, trailers, moving trucks, or oversized vehicles are permitted.
 - b. For the Parking Lot: All vehicles must fit into 1 designated parking spot. Vehicles taking up 2 or more parking spots is strictly prohibited.
3. The Parking Lot is only intended for the parking of vehicles operated by:
 - a. Patrons using the Recreational Facilities during hours of operation
 - b. Visitors for an authorized event under a Private Event Rental Agreement
 - c. Any member of the general public attending a District meeting
 - d. Any residents or visitors for a Homeowners Association meeting
4. Vehicles must be parked in compliance with any applicable State, City, County, or DOT requirements.
 - a. This includes, but is not limited to Section 316.1945, Florida Statutes which does **not** permit parking within 15 feet of a fire hydrant, parking within 20 feet of an intersection, parking within 30 feet of a stop sign, blocking a driveway or sidewalk, etc...
5. Vehicles must be parked in a safe manner so that the vehicle does not pose a danger or cause a hazard to the health, safety, and welfare of District, its residents, its infrastructure, and the general public.
 - a. This includes, but is not limited to, ensuring there is enough space for emergency vehicles, school buses, waste pick vehicles, delivery vehicles, etc... to pass in between vehicles.
 - b. Vehicles must be parked in the direction of authorized traffic movement (with the flow of traffic).
 - c. Vehicles must not be parked in any way which blocks the flow of traffic.
 - d. Vehicles must not be parked within 30 feet of a curve.
6. No unlicensed, unregistered vehicles or vessels of any kind, trailers, or moving trucks are permitted.
7. The District does not provide any security or monitoring for the District Roads or District Parking Areas and assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or to such vehicles.
8. All vehicles must have valid and proper license plates and registrations affixed to their vehicles.
 - a. Unregistered vehicles may be reported to license inspectors or law enforcement as a violation of Section 320.02, Florida Statutes.
 - b. Additionally unregistered vehicles may be considered to have been abandoned and reported to law enforcement or code enforcement.
9. Unauthorized parking may result in being towed or reported to the local authorities for trespassing.

Towing Policies:

1. Any vehicle or vessel that is parked on District Roads or in District Parking Areas or the Parking Lot in violation of these policies or applicable regulatory requirements may be towed, at the sole expense of the owner, in accordance with applicable laws and regulations (including Section 715.07, Florida Statutes).
2. The District shall keep a logbook of all violations of the District's parking restrictions.
3. The District shall maintain a list of representatives that have the authority to contact the Towing Operator for the purpose of initiating the towing of a vehicle or vessel from District Roads and District Parking Areas.
4. Upon discovery of a violation, an authorized District representative may notify the towing operator with whom the District enters into a towing authorization agreement to initiate a tow.
5. Prior to directing the Towing Operator to remove any vehicles or vessels, the Authorized Representative shall:
 - a. take a picture evidencing the parking violation;
 - b. enter the relevant information in the logbook and provide the picture to the District's records custodian; and,
 - c. then provide authorization for the Towing Operator to commence towing.
6. The towing operator shall photograph the evidence of such violation and may then tow the vehicle or vessel from the District Road or District Parking Areas in accordance with said agreement.
7. Roam towing is allowed by the Towing Operator.

Reporting of Parking Violations:

Monday to Friday during the hours of 8:00AM to 5:00PM residents can report violators via email to aaninipot@inframark.com

- The email must contain a picture of the violation and an address.
- Please be aware the reporting email is a matter of public record and should the owner of the vehicle request who reported the vehicle they are entitled to said information.

Roving Towing Times are 10:00PM to 6:00AM – 7 days a week.

Non-Resident Annual User Fee

The residents of the District pay both debt assessments and annual operation and maintenance assessments in exchange for the benefits provided by the District's infrastructure and services, including but not limited to the Recreational Facilities. To be fair and equitable to the residents of the District, any person who wish to enjoy the Recreational Facilities will be required to pay a fair and reasonable user fee that covers a proportional share of the District's administrative expenses, infrastructure expenses, operation and maintenance expenses, and reserve expenses of the Recreational Facilities and the requisite supporting infrastructure. The Board may elect to cap the number of Non-Resident Members to account for size and capacity limitations of the Recreational Facilities.

Anyone who desires to become a Non-Resident Member may purchase an annual membership for use of the Recreational Facilities on a year-to-year basis. The Non-Resident Annual User Fee is \$1,800 per household, payable in advance. The rate for an individual is the same as for a household at the same address. Upon purchase of the membership, the Non-Resident Member is entitled to 2 Access fobs for their household. Membership becomes effective upon the date full payment of the Non-Resident Annual User Fee and the Non-Resident Member Application are received by the District. The Non-Resident Annual User Fee rate is subject to change from year to year based upon the costs of operation of the Recreational Facilities.

Rental Policies

The meeting rooms portion of the clubhouse may be rented for private events. Only 1 meeting room is available for rental during regular hours of operation. The meeting rooms may be rented during non-regular hours. Rentals may be made by both Patrons and non-Patrons subject to the rates table below. Rentals may not be made by Patrons more than 6 months prior to the event. Rentals made by non-Patrons may be made no more than 3 months in advance of the event. Rentals must be done in person at the clubhouse with the Clubhouse Manager and are processed on a first-come first-serve basis. Renters interested in doing so should contact the Clubhouse Manager regarding the anticipated date and time of the event to determine availability. Please note that the meeting rooms may be unavailable for private events on the following holidays and on surrounding dates:

Easter Sunday	Memorial Day Weekend	4 th of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

The District retains the right to reserve the Recreational Facilities and additional facilities for District use at any time. Since the revocation of access privileges impacts Patrons more than non-Patrons and since the District may have alternatives to enforce violations of the District's policies against Patrons, the fees associated with renting the space are higher for non-Patrons. These fees are solely intended to ensure that the District is reasonably compensated for renting the space and also are in place to ensure the District can recoup some costs in the event there is damage to the space.

1. **Maximum Rental Duration.** Rentals may be made for up to 6 total hours (including set-up and post-event cleanup)
2. **Rental Fees:** A non-refundable room rental fee will be charged according to the schedule below:

Patron Rates	\$150.00; maximum designated occupancy is 30 attendees
non-Patron Rates	\$500.00; maximum designated occupancy is 30 attendees

3. **Deposit:** A refundable deposit of \$300.00 is required for any rental.
4. **Rental Process:** Renters interested in renting a room must submit to the Clubhouse Manager, no later than 14 days prior to the event, a completed Meeting Room Rental Application indicating the date of the event, the hours when the event will be held, a description of the event, the number of attendees that will be attending, and whether food or drinks (no alcohol is permitted) will be served. The Clubhouse Manager will determine if a Special Event Agreement (including evaluating if security services are needed to ensure public safety and any applicable costs will be the responsibility of the Renter along with naming the District as an additional insured) will need to be executed prior to use of the meeting rooms. Where determined by the Clubhouse Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Clubhouse Manager no less than 10 days prior to the date of the event. The Clubhouse Manager will review the Meeting Room Rental Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for consideration.

5. **Payment to the District upon Approval.** Upon approval and no later than 10 days from the rental date Renters should submit a check or money order or pay by credit or debit card (no cash) to the Clubhouse Manager made payable to the Abbott Square Community Development District for the rental fee (if applicable) and for the deposit (should be separate checks or money orders or separate transactions for credit or debit cards). Failure to submit the applicable payments in time may result in the room not being reserved. Checks will be cashed by the District prior to the event.
6. **Cancellations:** The Renter must provide written notice of cancellation to the Clubhouse Manager at least 10 days prior to the event. If the rental is cancelled less than 10 days prior to the event, 50% of the deposit will be retained as a cancellation fee and the remainder deposit will be returned to the Renter. Rental Fees are not subject to a refund.
7. **Refund of Deposit.** The District will issue a refund for the amount of the deposit following the event provided the Clubhouse Manager determines that there has been no damage to the Recreational Facilities and the premises have been properly cleaned after use. If the premises are not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:
 - a. Ensure that all garbage is removed and placed in the outside receptacles.
 - b. Remove all displays, party favors, or remnants of the event.
 - c. Restore the furniture and other items to their original position.
 - d. Wipe off counters, tabletops, and sink area.
 - e. Replace the garbage liner.
 - f. Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. The floor should be swept clean.
 - g. Restrooms must be checked and cleaned if necessary.
 - h. Ensure that no damage has occurred to the Recreational Facilities.

If additional cleaning is required, the Renter will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Additional cleaning costs shall first be subtracted from the amount of deposit. If the deposit is insufficient to cover all such cleaning costs, the Clubhouse Manager shall bill the Renter for the remaining balance. The Clubhouse Manager shall determine the amount of deposit to return, if any.

8. **Additional Policies:**
 - a. Renters renting the facilities are responsible for ensuring that their attendees adhere to the policies set forth herein.
 - b. Please note all policies remain in force for these special circumstances and the District has final say in these matters.
 - c. The volume of live or recorded music must not violate applicable city or county noise ordinances.
 - d. Additional liability insurance coverage will be required for certain events the District feels should require additional liability coverage on a case-by-case basis to be reviewed by the District Manager or Board. The District is to be named on these policies as an additional insured party.
 - e. Unless the Renter renting the facilities is a Patron, they shall not use any other portion of the Recreational Facilities.

Suspension and Termination of Privileges

1. **Violations.** The privileges of a Patron to use the Recreational Facilities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a. Submits false information on any application for use of the Recreational Facilities.
 - b. Permits the unauthorized use of an access fob.
 - c. Exhibits unsatisfactory behavior or appearance.
 - d. Fails to pay fees or assessments owed to the District in a proper and timely manner.
 - e. Fails to abide by any policies established for the use of the Recreational Facilities or other policies of the District.
 - f. Treats the District's supervisors, contractors, other representatives, or other Patrons, in an unreasonable or abusive manner.
 - g. Damages or destroys District property or any property of Patrons, Guests, or visitors.
 - h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, other representatives, or other Patrons.
2. **Documentation of Violations.** The Clubhouse Staff or District Manager shall record all violations, including repeat violations, on written incident reports and shall include the date, time, name of the parties involved, and nature of the violation. The Clubhouse Staff shall file such report with the District Manager within 24 hours of the incident. The District Manager shall maintain all records in accordance with public record laws.
3. **Suspension by the Clubhouse Manager or District Manager**
 - a. The Clubhouse Manager or District Manager may at any time suspend a Patron's privileges to use the Recreational Facilities for committing any of the violations outlined above.
 - b. The Clubhouse Manager or District Manager shall ask the Patron to leave the Recreational Facilities immediately and shall call local law enforcement for assistance if the Patron fails to comply with the request.
 - c. Such suspension shall be for a maximum period of 30 consecutive days.
 - d. In determining the length of any suspension, the Clubhouse Manager or District Manager shall take into account the nature of the conduct and any prior violations.
4. **Longer Suspension or Termination of Privileges by the Board.**
 - a. The Clubhouse Manager or District Manager may recommend to the Board, or the Board on its own initiative may elect to consider, a longer suspension or termination of a Patron's privileges for committing any of the violations.
 - b. At least 14 days prior to any Board meeting where a longer suspension or termination is to be considered, the District shall send written notice of the meeting by United States mail to the Patron's last known address.
 - c. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations, including imposing a longer suspension or permanent termination of a Patron's privileges to use the Recreation Facilities.
 - d. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
5. **Trespass.** If a Patron subject to a suspension or termination is found on the premises, such Patron may be subject to arrest for trespassing.

6. Appeal of Suspension

- a. A Patron subject to a suspension may appeal the suspension to the District's Board by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson with a copy to the District Manager.
- b. The filing of a request for an appeal shall not result in the stay of the suspension.
- c. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered.
- d. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
- e. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension, to address the appeal and any violations.
- f. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

CONTRACT FOR PROFESSIONAL AMENITY SERVICES

DATE: September 3rd 2025

BETWEEN: HOME ENCOUNTER HECM, LLC
12906 Tampa Oaks Blvd
Suite 100
Tampa, Florida 33637

(Hereinafter referred to as "Consultant")

AND: ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT
6598 Bar S Bar Trail
Zephyrhills FL, 33541

(Hereinafter referred to as "District")

PURPOSE AND SCOPE OF SERVICES:

The purpose of this engagement is for the Consultant to provide professional amenity management services to the District for the Abbott Square Community Clubhouse and recreational facilities.

STANDARD ON-GOING SERVICES:

These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the amenity and recreational facilities located at the Abbott Square Community Clubhouse. Consultant shall provide professional management and oversight to perform the services outlined in this contract. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation.

TIME FRAME:

Standard On-Going Services shall be provided on a monthly basis as detailed in this contract.

ADDITIONAL SERVICES:

In addition to the Amenity Management Services described above, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, as well as any changes in the scope requested by the District, will be considered additional services.

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

If any additional services are required or requested, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any additional services.

FEES AND EXPENSES:

A schedule of fees for the services described above and in **Exhibit A** to this contract. The Consultant shall only be paid for the services provided. Unless otherwise specified herein, the Consultant will invoice monthly for its services in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this contract is approved will be provided to the District at such time as those services are required.

The District agrees to pay Consultant in an amount equal to all Consultant's costs directly related to the personnel of the Consultant providing the services at the amenity facilities including: wages, benefits, applicable payroll-related tax withholdings, workers' compensation, payroll administration and processing, fees for background checks and drug testing.

Upon the execution of this contract, the District will provide a one-time operating deposit to the Consultant for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.

Fees for the Standard Ongoing Services may be negotiated annually and will be reflected in the adopted General Fund Budget of the District. Such amended fees, as authorized by the District's action to adopt the General Fund Budget, shall become a binding schedule of this Contract until otherwise changed by a subsequent action of the District. The District's adoption of the General Fund Budget will not constitute the District's consent for payment of any expenses, and a separate consent for all such expenses will be obtained pursuant to the provisions of this contract which will be an addendum to this contract.

In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested. Such request by the Consultant must be approved by the District before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

Out-of-pocket expenses incurred in connection with the performance of the Standard On-Going Services, as described in this contract, are included in the fees shown in **Exhibit B**.

Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, courier expenses (such as Federal Express or UPS), telephone, and utilities. Subject to mutual agreement between Consultant and District, these expenses will be invoiced monthly and will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

No expenditure may be made without prior Board approval. In the event of an emergency the Contractor shall report such expenditure and the reason to the District Manager and Chairman for approval prior to taking any action.

Fees for services to be billed on an hourly basis will be at our then current standard rates, which will be provided to the District at the time such services are authorized. The hourly rate for these services may be amended from time to time as agreed to in writing by the District, in advance of

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

such proposed change, indicating the new hourly fee for such services. Hourly rates as of the date of the contract are shown in **Exhibit B**.

PAYMENT TERMS:

Standard On-Going Services:

Will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B** to this contract.

Additional Services:

Will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B** to this contract.

Out-of-Pocket expenses:

Will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

SUSPENSION OF SERVICES FOR NON-PAYMENT:

The Consultant shall have the right to suspend services being provided as outlined in this contract if the District fails to pay Consultant invoices in a timely manner which shall be construed as thirty (30) days from date of the invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes. Consultant shall notify the District, in writing, ten (10) days prior to suspending services.

NON-CONTINGENCY:

The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

DISTRICT RESPONSIBILITIES:

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Consultant to perform the duties outlined in this contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

LIMITATIONS OF RESPONSIBILITIES:

To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any contractor or any of their subcontractors, suppliers or of any other individual or entity performing services as part of this contract. Consultant shall not be liable for any damage that occurs from Acts of God which are defined as those caused by windstorm, hail, fire, flood,

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

hurricane, freezing or other similar occurrences.

TERMINATION OF THIS CONTRACT:

This contract may be terminated as follows:

- 1) By the District for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by provision of a minimum of ten (10) days written notice to Consultant at the address noted herein;
- 2) By the Consultant for "good cause", which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful or in contradiction of any applicable federal, state or municipal law or rule. Termination for "good cause" shall be effected by provision of a minimum of ten (10) days written notice to District at the address noted herein; or
- 3) By the Consultant or District, for any reason, upon provision of a minimum sixty (60) days written notice of termination to the address noted herein; and
- 4) Consultant shall have the right to immediately resign and stop providing all services if the District engages in illegal activities or actions.

Consultant will be entitled to full compensation, pursuant to the terms of this contract, for services provided through the termination date. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS:

- 1) All invoices are due and payable within thirty (30) days of invoice date and pursuant to the Florida Prompt Payment Act, Chapter 218.70. F. S. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- 2) In the event either party is required to take any action to enforce this agreement, the prevailing party shall be entitled to attorney's fees and costs.
- 3) Dissolution or court-declared invalidity of the District shall not relieve the District of monies due for services theretofore rendered.
- 4) This contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.

- 5) In the event that any provision of this contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the contract which shall remain in full force and effect.
- 6) The rights and obligations of the District as defined by this contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this contract by the Consultant.
- 7) Any amendment or change to this contract shall be in writing and executed by all parties to the contract.
- 8) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

The Consultant agrees to indemnify, defend, and hold the District harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this contract.

Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability provided in section 768.28, Florida Statutes or other applicable law.

- 9) The District shall at the expense of the District, provide and maintain public official liability and general liability insurance in an amount not less than one million dollars (\$1,000,000.00).
- 10) The Consultant shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:
 - a) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
 - b) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
 - c) Employment Practices Liability insurance with limit of two million

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

dollars (\$2,000,000.00) per each occurrence.

- d) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Comprehensive Automobile Liability insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of one million dollars (\$1,000,000.00).

Except with respect to Professional Liability and Worker's Compensation insurance policies, the District (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this contract (or otherwise cause the District to not be named as an additional insured where applicable) without sixty (60) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request.

EXPENSES RELATED TO FACILITY:

All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.

FACILITY REVENUE:

The Consultant will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity facilities. The Consultant shall keep close accounting of all revenue and expenditures.

TAX EXEMPT STATUS:

The parties agree that the amenity facilities will be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the amenity facilities will be remitted to the District and used to defray the public expense associated with operating and maintaining the amenity facilities consistent with the terms of this contract. The District agrees to pay any applicable ad valorem taxes.

INDEPENDENT CONTRACTOR STATUS:

The Consultant and the District agree that the Consultant is and will remain at all times an independent contractor and will not in any way claim or be considered an agent or employee of the District. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture between the District and the Consultant. The Consultant has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District. The payment of fees and expenses, as outlined in this contract, are not contingent upon any circumstance not specifically outlined in this contract.

ASSIGNMENT:

Neither the District nor the Consultant (except as provided below) may assign this contract or any monies to become due hereunder without the prior written approval of the other. Any assignments attempted to be made by the Consultant or the District without the prior written approval of the other party is void. Notwithstanding the foregoing, the Consultant may assign this contract or any monies to become due hereunder at any time and from time to time without notice and/or prior written approval to any of its affiliates.

COMPLIANCE WITH PUBLIC RECORDS LAWS:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 993-4000, OR BY EMAIL AT CONTACTUS@FOLIOAM.COM OR BY REGULAR MAIL AT 12906 TAMPA OAKS BLVD STE 100, TEMPLE TERRACE, FL 33637.

CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT

10

This contract shall represent the entire agreement between the Consultant and the District. Both Consultant and District understand and agree with the terms and conditions as set forth herein.

ACCEPTED BY:

HOME ENCOUNTER HECM, LLC.

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

EXHIBIT A

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the club amenity facilities.

MANAGEMENT:

- A. Provide professional management and oversight to perform the services outlined in this contract.
- B. Managing the personnel which includes, recruiting, hiring, training, oversight and evaluation.

PERSONNEL:

The Consultant shall employ personnel as necessary to manage and operate the club and recreational amenities. A general description of these positions is provided below:

1. **Manager:** Shall be employed as a full time, salaried position to oversee and supervise the club facilities. They are the onsite representative of the Consultant. The Manager shall have the responsibilities of overseeing all outside maintenance services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District's Board and District Manager. These responsibilities also include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation.
2. **Club Representatives:** Shall be employed, as needed, in hourly positions to support the Manager and assist and maintain smooth and effective daily operations of the recreational and club facilities. Assist and orient residents in using the club and recreational facilities. Enforce the rules and regulations of the club and recreational facilities.
3. **Pool Attendants:** Shall be employed as part time, hourly positions to check ID cards, monitor the pool areas and enforce rules and guidelines.

RESPONSIBILITIES:

The onsite personnel will be responsible for the following services, a detailed description of these services is provided below:

Manager:

1. Responsible for recruiting, hiring, training, and supervising of all CDD amenities club employees.
2. Log vacations, conduct disciplinary action plans and assist HR with the new hire paperwork.
3. Responsible for motivating employees as individuals while building a

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

- positive, cohesive team. Includes employee appreciation.
4. Responsible for preparing and managing all employee work schedules to ensure that the grounds are adequately staffed to maximize resident satisfaction, meet programming needs, and maintain the grounds and facilities. Adhere to the annual personnel budget. (District Manager must approve any scheduling need which would exceed the budget.)
 5. Responsible for an annual written review and personal review meeting of all employees.
 6. Process timesheets and forward to the Amenities Manager & HR.
 7. Supervise employees and ensure compliance with personnel manual using sound management practices.
 8. Encourage suggestions from employees that may streamline processes in day-to-day operations and provide better customer service.
 9. Ensure that employees effectively troubleshoot and remediate any unpleasant resident experiences, including ensuring that employees make appropriate referrals as needed.
 10. Establish appropriate intervention measures to be taken by employees in potentially hazardous situations.
 11. Ensure that employees respond quickly and courteously to resident concerns, enlisting the assistance of management as needed.
 12. Ensure that all staff knows the appropriate person/agency to contact in the event of minor emergencies.
 13. Ensure that staff is well-versed in process of disaster preparedness, including hazardous weather.

Budget and Finance:

14. Responsible for adhering to the annual CDD operating budget.
15. Work with the District Manager in the annual budget preparation.
16. Responsible for approving all invoices / purchases for the club and recreational facilities, not exceeding \$500. (All purchases which exceed \$500 require approval by the District Manager).
17. Submit approved invoices to the District Manager on a weekly basis.
18. Resolve invoice disputes/problems of less than \$500 with associated vendor. (Problems over \$500 are resolved by the District Manager with feedback from the Manager).

Property and Facility Management:

19. Responsible for approving and scheduling private events and event room rentals.
20. Manage the assignment of Access IDs.
21. Responsible for managing club vendors for services such as pool maintenance, facility cleaning, fitness equipment maintenance, landscaping, A/C & heating, pest control, yearly sprinkler inspections, yearly fire & burglar alarm inspections, fire extinguisher inspections, fire retardant application, etc.
22. Research & implement, when applicable, cost savings on products & vendors, such as; LED lighting, printing, cleaning supplies, Eco Friendly products, etc.
23. Troubleshoot IT, A/C, Plumbing, Surveillance Systems, Ice Machine,

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

pool issues, etc. before calling for repairs.

24. Routinely review onsite surveillance systems for functionality and incidents.

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

Responsible for ensuring compliance with all Health Department requirements and licenses for the spa, fitness center, and pools.

25. First point of contact for after-hours emergencies, concerns, alarms or incidents.
26. Perform routine office and facility maintenance duties to aid in resident satisfaction and ensure a spotless physical appearance of the facilities.
27. Complete routine walks throughout the buildings and outside amenities.
28. Ensure spotless physical appearance of the facilities and supervise daily operations.
29. Maintain Inventory Sheets on Fitness Center equipment and Maintenance Equipment.

Community Relations:

30. Responsible for building and maintaining relationships with residents.
31. Primary resident contact for all major resident issues and concerns. Troubleshoot resident issues with the appropriate staff and/or District Manager employee. If issue resolution is delegated to another person/company, continue to monitor the issue until it has been completely resolved.
32. Responsible for reviewing, updating, and enforcing rules and regulations for residents participating in community events or on community property.
33. Responsible for providing input and feedback to the HOA Board & Management Company as requested. Work with the HOA management company on an as-needed basis.
34. Responsible for providing input and feedback to the CDD on major issues pertaining to residents, staff, property and facilities, vendor services, and community policies and procedures.
35. Meet with individual Board members & residents as requested.
36. Meet with the District Manager as needed to coordinate and implement Board of Supervisor requests and other community needs.
37. Maintain community relationships. This includes developing a mutually beneficial relationship with the vendors of Abbott Square Club. At times includes familiarity with the staff, local schools' administrative staff, local newspaper contacts, Chamber of Commerce, etc.
38. Serve as management contact for residents regarding programs and events.
39. Maintain events calendar & Room Rental calendar.
40. Manage the assignment of Access IDs.
41. Meet and greet homeowners and potential homebuyers, Realtors and other visitors, and provide information through personal dialogue and tours of the Facilities.
42. Meet with, schedule, and complete paperwork for Private Events in the Activities Center, Theater and classroom.
43. Resolve any issues requiring attention on behalf of the Residents.
44. Facilitate Emergency Plans.
45. Document incidents and communicate with OM & Board Chair.
46. Troubleshoot all community concerns with the District Manager.

Pool Attendants:

1. Arrange chairs in an organized presentable appearance
2. Put all umbrellas up / down if weather is threatening
3. Wipe tables down
4. Empty all garbage receptacles / pick up trash
5. Straighten chairs on the deck and gathering areas
6. Check resident ID cards
7. Enforce the rules and regulations
8. Skim pools for leaves
9. Clean out grills
10. Check restrooms, showers and lockers

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

EXHIBIT B

Standard On-Going Services will be billed monthly, payable in advance of each month pursuant to the following schedule for the period of **October 1, 2025 to September 30, 2026:**

SERVICES (October 1, 2025 to September 30, 2026):

Full Time Personnel (40 hours per week for 52 weeks)

- Manager -40 hours per week

Part Time Personnel (35 hours per week for 52 weeks totaling 182 hours)

-Clubhouse/Pool Attendant (20 hours)

-Clubhouse/Pool Attendant (15 hours)

Budgeted Personnel Total (1)	\$110,257.60
General Management and Oversight (2)	\$ 6,000.00
Total Services Costs:	\$116,257.60
Total Services Costs:	\$116,257.60

(1). These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, benefits (Full Time only), applicable payroll-related taxes, workers' compensation, payroll administration and processing, background checks and drug testing.

(2). General Management and Oversight: The costs associated with Home Encounter HECM, LLC expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

**CONTRACT FOR PROFESSIONAL AMENITY SERVICES
ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT**

The District shall be responsible for any of the following costs associated with the operation of the amenity facilities:

Uniforms: Personnel shall wear community specific shirts provided by the District if required.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

Office Equipment: Personnel will require a dedicated computer, printer and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

ADDITIONAL SUPPORT SERVICES:

Additional Support services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Financial Analyst	\$150.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
District Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Bookkeeper/Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

Amenities Management Services Agreement

This **Amenities Management Services Agreement** (the “**Agreement**”) is made as of November 1, 2025, between the **Abbott Square Community Development District** (the “**District**”) and **Inframark, LLC**, a Texas limited liability company registered to do business in Florida (the “**Service Company**”).

BACKGROUND

The District desires to procure amenities management services required for the District and the Service Company desires to provide the amenities management services to the District. In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM AND TERMINATION

1.1 The term of this Agreement shall be for an initial period of one (1) year effective November 1, 2025, and shall automatically renew for additional one (1) year terms unless either party terminates this Agreement.

1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.

1.4 Upon termination, the Service Company shall be paid in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.

1.5 The Service Company may, at its discretion, suspend service immediately should the District fail to make payments in a timely manner, until such time as the account is made current.

1.6 Either party may, in its sole and absolute discretion, whether or not reasonable, on sixty (60) days' written notice to the other party, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Said termination notice must be sent to the non-terminating party pursuant to the notice requirements set forth in Section 10.12 of this Agreement.

2) SERVICE COMPANY'S SERVICES

2.1. Service Company shall provide the services as set forth in **Schedule A** attached to this Agreement (the “**Services**”).

2.2. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

2.3. In performing the services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.

2.4. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and

wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.

2.5. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.

2.6. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.

2.7. If the scope of services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

3) DISTRICT OBLIGATIONS

3.1. District shall:

3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;

3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;

3.1.3. Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not

specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and

3.2 The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

3.3 The District represents and warrants that:

3.3.1 It is duly incorporated, validly existing, and in good standing under the laws of its state;

3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;

3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;

3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and

3.4 The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the District's Board of Supervisors (the "**Board**"), and no Supervisor shall act independently unless authorized by a Board motion or Board Resolution that empowers him to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chair of the

Board. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided and shall not be liable for the loss or compromise of District systems or information. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence, gross negligence, or willful misconduct.

4) FEES AND PAYMENT

4.1. The District shall pay the Service Company a fee of \$9,688.10 per month (\$116,258.00 per year) ("**Base Fee**") plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly as compensation for the services set forth herein, described in **Schedule A** attached hereto as part of this Agreement. The Service Company shall issue a monthly invoice for services rendered. Payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within forty-five (45) days of the date that the invoices are received by the District and presented to the Board by the District Manager at a Board meeting.

4.2. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the

Service Company. The District shall pay all reasonable legal fees and expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the District under this Agreement.

4.3. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget or by four (4) percent, whichever is greater. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.

4.4. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.

4.5. Any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from the original due date and until payment is received, unless waived by agreement.

5) INDEMNIFICATION AND LIMITATION

5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE DISTRICT OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS

ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES OR FOR ALL OTHER CLAIMS, AN AMOUNT EQUAL TO TWICE THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE (WHICHEVER IS GREATER).

5.2. TO THE EXTENT PERMITTED BY LAW AND THIS SECTION 5, DURING THE TERM OF THIS AGREEMENT, EACH PARTY (THE “**INDEMNIFYING PARTY**”) SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN “**INDEMNIFIED PARTY**”) AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY.

5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES.

5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE DISTRICT, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF THE SERVICE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5. All final, non-appealable judgments payable

and enforceable against the Service Company for which the District is obligated to indemnify the Service Company shall be processed and satisfied by the District in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such judgments.

5.6. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS, DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETANT TO PROVIDE THE SERVICES CONTRACTED FOR.

5.7. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, force of nature, or acts of God.

5.8. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.9. This indemnification shall not be construed as a waiver of the District’s sovereign immunity under Florida law and is subject to the monetary imitations set forth under Florida law including, but not limited to, section 768.28, Florida Statutes.

6) **INSURANCE**

6.1. The Service Company shall provide and maintain insurance as provided in this section. The Service Company will furnish the District with a Certificate of Insurance evidencing compliance with

this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Service Company shall provide and maintain the following levels of insurance coverage:

6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);

6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);

6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and

6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

6.1.5. Automobile Liability insurance with an aggregate limit of one million dollars (\$1,000,000); and

6.1.6. Excess Liability insurance with an aggregate limit of two million dollars (\$2,000,000).

6.2. The above General Liability and Excess Liability policies must list the District and its officers, supervisors, and staff as additional insureds.

6.3. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District.

6.4. The District shall maintain the following minimum levels of insurance coverage:

6.4.1. Director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured.

6.4.2. Property insurance in accordance with their by-laws and such policy shall against name the Service Company as an additional insured;

6.4.3. Commercial General liability insurance including bodily injury, property damage, personal and advertising injury, and blanket contractual liability with a per occurrence limit of one million dollars (\$1,000,000) and two million dollar

(\$2,000,000) aggregate and such policy shall name the Service Company as an additional insured; and
6.4.4. Auto Liability insurance with a per occurrence limit of one million dollars (\$1,000,000) and two million dollar (\$2,000,000) aggregate (covering hired and non-owned autos) and such policy shall name the Service Company as an additional insured.

6.5. Such insurance provided by District shall be primary and noncontributory coverage to Service Company as additional insured for all claims covered thereby and shall not seek contribution in any way from insurance maintained by Service Company. District and Service Company waive against each other all damages covered by commercial general liability, auto liability, and property insurance provided herein, except such rights as they may have to the proceeds of such insurance. District shall require similar waivers of subrogation from District's separate contractors, and shall require each of them to include similar waivers in their contracts.

6.6. The District shall ensure that all companies providing services to the District shall name on all applicable policies maintained by such companies Services Company as an additional insured and shall indemnify, defend, and hold harmless the Service Company for all claims, losses causes of action, costs and expenses, including reasonable attorney fees arising from or related to the services provided by said company. District shall require waivers of subrogation from District's separate contractors, and shall require each of them to include similar waivers in their contracts.

6.7. District hereby waives any and all claims against Service Company, including Service Company's employees, agents, affiliates, for property damage or bodily injury occurring in, on, or around the District's premises, whether caused by peril, accident, theft or from any cause whatsoever, other than solely caused by the willful misconduct of Service Company.

6.8. District agrees that Service Company is not responsible for recommending or providing the insurance coverage for the District. And any insurance provided by District is primary as per Section 6.5.

6.9. All insurance shall be written with insurance

companies with an A.M. Best rating of A-, VII or higher. All liability policies shall contain a severability of interest clause. All insurance shall provide that notice of default or cancellation shall be sent to Service Company as well as District and shall require a minimum of thirty (30) days written notice to Service Company prior to any cancellation of or changes to said policies. District agrees to provide Service Company with certificates evidencing such insurance, including the additional insured endorsement, or with copies of such policies, including all endorsements, within ten (10) days of the execution of this Agreement.

7) DISPUTES

7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties. If they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation services.

7.2 In the event the parties cannot settle their disputes under the provisions of Section 7.1, the enforcement of this Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.

8) FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination off the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should

have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

9) PUBLIC RECORDS

9.1 Service Company will be the public records custodian for the District. In connection with its services to District, the Service Company to fully comply with the provisions of Chapter 119, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Service Company taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

9.1.1. The Service Company shall keep and maintain public records required by the District to perform the services hereunder.

9.1.2. Upon a request for public records received by the District, the Service Company shall 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 otherwise provided by law.

9.1.3 The Service Company shall 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 agreement term and following completion of this Agreement if the Service Company does not transfer the records to the District.

9.1.4 Upon completion of this Agreement, the Service Company shall transfer, at no cost, to the District all public records in possession of the Service Company consistent with Florida law. All records stored electronically by the Service Company 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.

9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.

9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and destroy all records in accordance with the requirements of the law.

9.1.7 Failure of the Service Company to comply with Section 119.0701, Florida Statutes may subject the Service Company to penalties under Section 119.10, Florida Statutes. Further, in the event the Service Company fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE SERVICE COMPANY HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS VIA TELEPHONE (954) 603-0033 OR EMAIL PUBLICRECORDS@INFRAMARK.COM, OR VIA MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.

10) MISCELLANEOUS

10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the

construction or interpretation of any provision.

10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.

10.7. The parties may only modify this Agreement by a written amendment signed by both parties.

10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services.

10.10. This Agreement shall be binding upon the

successors and assigns of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.

10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof with venue in the county where the District is located. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

10.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:

Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
Attn: Chris Tarase, President

To District:

Abbott Square Community Development District
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: District Manager

With a copy to:

Straley Robin Vericker
1510 W. Cleveland St.
Tampa, Florida 33606
Attn: District Counsel

10.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.

10.14. The Service Company is and shall remain at all times an independent contractor. Neither the

Service Company nor employees of the Service Company are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws. The Service Company agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Service Company, if there are any, in the performance of this Agreement. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture, express or implied, between the District and the Service Company. The Service Company has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District, unless authorized by the District. The Service Company shall not have the authority to assume or create any obligation, express or implied, on behalf of the District and the Service Company shall have no authority to represent the District as an agent or in any other capacity, unless authorized by the District.

10.15. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes, Service Company represents that in entering into this Agreement, the Service Company has not been placed on the convicted vendor list within the last 36 months and, in the event that the Service Company is placed on the convicted vendor list, the Service Company shall immediately notify the District whereupon this Agreement may be terminated by the District.

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

10.17. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

10.18. E-Verification. Pursuant to Section 448.095(2), Florida Statutes, Service Company represents that it is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all

requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

If the District has a good faith belief that the Service Company has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.

If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Service Company otherwise complied with its obligations thereunder, the District shall promptly notify the Service Company and the Service Company will immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

Inframark, LLC

**Abbott Square Community Development
District**

Chris Tarase
President

Name: _____
Chair of the Board of Supervisors

Schedule A Scope of Services

The professional amenity management services are generally described below and are intended to incorporate all services that are necessarily performed by an amenity management firm in the effective operation of an amenity facility in compliance with federal, state, and local regulations.

MANAGEMENT:

1. Provide professional management and oversight to perform the services outlined in this contract.
2. Managing the personnel which includes recruiting, hiring, training, oversight and evaluation.

PERSONNEL:

1. **Manager:** Shall be employed as a full-time, salaried position to oversee and supervise the club facilities. They are the onsite representative of the Consultant. The Manager shall have the responsibilities of overseeing all outside maintenance services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District's Board and District Manager. These responsibilities also include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation.
2. **Club Representatives:** Shall be employed, as needed, in hourly positions to support the Manager and assist and maintain smooth and effective daily operations of the recreational and club facilities. Assist and orient residents in using the club and recreational facilities. Enforce the rules and regulations of the club and recreational facilities.
3. **Community Service Attendants:** Shall be employed as part time, hourly positions to check ID cards, monitor the pool areas and enforce rules and guidelines.

RESPONSIBILITIES: The onsite personnel will be responsible for the following services; a detailed description of these services is provided below:

MANAGER:

1. Responsible for recruiting, hiring, training, and supervising all CDD amenities club employees.
2. Log vacations, conduct disciplinary action plans and assist HR with the new hire paperwork.
3. Responsible for motivating employees as individuals while building a positive, cohesive team. Includes employee appreciation.
4. Responsible for preparing and managing all employee work schedules to ensure that the grounds are adequately staffed to maximize resident satisfaction, meet programming needs, and maintain the grounds and facilities. Adhere to the annual personnel budget. (District Manger must approve any scheduling need which would exceed the budget.)
5. Responsible for an annual written review and personal review meeting of all employees.
6. Process timesheets and forward to HR.
7. Supervise employees and ensure compliance with personnel manual using sound management practices.
8. Encourage suggestions from employees that may streamline processes in day-to-day operations and provide better customer service.
9. Ensure that employees effectively troubleshoot and remediate any unpleasant resident experiences, including ensuring that employees make appropriate referrals as needed.
10. Establish appropriate intervention measures to be taken by employees in potentially hazardous situations.

11. Ensure that employees respond quickly and courteously to resident concerns, enlisting the assistance of management as needed.
12. Ensure that all staff know the appropriate person/agency to contact in the event of minor emergencies.
13. Ensure that staff is well-versed in process of disaster preparedness, including hazardous weather.

Budget and Finance:

14. Responsible for adhering to the annual CDD operating budget.
15. Work with the District Manager in the annual budget preparation.
16. Responsible for approving all invoices / purchases for the club and recreational facilities, not exceeding \$500. (All purchases which exceed \$500 require approval from the District Manager).
17. Submit approved invoices to the District Manager on a weekly basis.
18. Resolve invoice disputes/problems of less than \$500 with associated vendor. (Problems over \$500 are resolved by the District Manager with feedback from the Manager).

Property and Facility Management:

19. Responsible for approving and scheduling private events and event room rentals.
20. Manage the assignment of Access IDs.
21. Responsible for managing club vendors for services such as pool maintenance, facility cleaning, fitness equipment maintenance, landscaping, A/C & heating, pest control, yearly sprinkler inspections, yearly fire & burglar alarm inspections, fire extinguisher inspections, fire retardant application, etc.
22. Research & implement, when applicable, cost savings on products & vendors, such as; LED lighting, printing, cleaning supplies, Eco Friendly products, etc.
23. Troubleshoot IT, A/C, Plumbing, Surveillance Systems, Ice Machine, pool issues, etc. before calling for repairs.
24. Routinely review onsite surveillance systems for functionality and incidents. Responsible for ensuring compliance with all Health Department requirements and licenses for the spa, fitness center, and pools.
25. First point of contact for after-hours emergencies, concerns, alarms or incidents.
26. Perform routine office and facility maintenance duties to aid in resident satisfaction and ensure a spotless physical appearance of the facilities.
27. Complete routine walks throughout the buildings and outside amenities.
28. Ensure spotless physical appearance of the facilities and supervise daily operations.
29. Maintain Inventory Sheets on Fitness Center equipment and Maintenance Equipment.

Community Relations:

30. Responsible for building and maintaining relationships with residents.
31. Primary resident contact for all major resident issues and concerns. Troubleshoot resident issues with the appropriate staff and/or District Manager employee. If issue resolution is delegated to another person/company, continue to monitor the issue until it has been completely resolved.
32. Responsible for reviewing, updating, and enforcing rules and regulations for residents participating in community events or on community property.
33. Responsible for providing input and feedback to the HOA Board & Management Company as requested. Work with the HOA management company on an as-needed basis.
34. Responsible for providing input and feedback to the CDD on major issues pertaining to residents, staff, property and facilities, vendor services, and community policies and procedures.
35. Meet with individual Board members & residents as requested.
36. Meet with the District Manager as needed to coordinate and implement Board of Supervisor requests and other community needs.

37. Maintain community relationships. This includes developing a mutually beneficial relationship with the vendors of Abbott Square Club. At times includes familiarity with the staff, local schools' administrative staff, local newspaper contacts, Chamber of Commerce, etc.
38. Serve as management contact for residents regarding programs and events.
39. Maintain events calendar & Room Rental calendar.
40. Manage the assignment of Access IDs.
41. Meet and greet homeowners and potential homebuyers, Realtors and other visitors, and provide information through personal dialogue and tours of the Facilities.
42. Meet with, schedule, and complete paperwork for Private Events in the Activities Center, Theater and classroom.
43. Resolve any issues requiring attention on behalf of the Residents.
44. Facilitate Emergency Plans.
45. Document incidents and communicate with District Manager & Board Chair.
46. Troubleshoot any community concerns with the District Manager.

Community Service Attendants:

1. Arrange chairs in an organized presentable appearance
2. Put all umbrellas up / down if weather is threatening
3. Wipe tables down
4. Empty all garbage receptacles / pick up trash
5. Straighten chairs on the deck and gathering areas
6. Check resident ID cards
7. Enforce the rules and regulations
8. Skim pools for leaves
9. Clean out grills
10. Check restrooms, showers and lockers

EXCLUSION TO SERVICES

Service Company specifically excludes from its scope of services the following services to, for, and on behalf of the District:

- 1- Employing lifeguards for the benefit of the District, performing any lifeguard or similar services, or supervising or overseeing lifeguards hired by the District;
- 2- Direct contracting for lifeguard, lifeguard services, or similar services;
- 3- Evaluating lifeguard service providers' performance and making recommendation to the District;
- 4- Performing any pool operations or maintaining and repairing the pool and its related appurtenances;
- 5- Developing pool and amenity center rules or policies;
- 6- Verifying that the lifeguard or pool attendants are acting in accordance with their contracts or obligations under local or state guidelines;
- 7- Handling any performance issues or complaints regarding the lifeguards; and

Schedule B Fee Schedule

I. ANNUAL BASE FEE

The Annual Base Fee beginning November 1, 2025, shall be \$116,258.00 (\$9,688.10 per month plus any applicable taxes).

Base fee includes:

- Dedicated full-time Clubhouse Manager for 40 hours per week
- 20 per week part-time Community Service Attendant
- 15 per week part-time Community Service Attendant

These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs include: All direct costs related to the personnel for wages, benefits (Full Time only), applicable payroll-related taxes, workers' compensation, payroll administration and processing, background checks and drug testing.

Employees are entitled to time off per company policy and any required backfill for staff during earned and approved holiday and vacation/sick time will be billed at an hourly basis as outlined below:

- | | |
|-------------------------------|------------------|
| • Clubhouse Manager | \$100.00/hour |
| • Community Service Attendant | \$45.00 per hour |

The District shall be responsible for any of the following costs associated with the operation of the amenity facilities:

Uniforms: Personnel shall wear community specific shirts provided by the District if required.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

Office Equipment: Personnel will require a dedicated computer, printer and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

Blue Wave Lighting

Proposal

8606 Herons Cove Pl
Tampa, FL 33647
Tim Gay

(813) 334-4827

TO:

Abbott Square CDD
36690 Garden Wall Wy
Zephyrhills, FL 33541

**JOB DESCRIPTION**

Holiday Lighting for Abbott Square - Clubhouse

ITEMIZED ESTIMATE: TIME AND MATERIALS**AMOUNT****Clubhouse**

Install warm white, LED C9s outlining 3 sides of the clubhouse roof edge
includes (upper level)

\$2,500.00

Install wreath with lights and bow on front center of clubhouse

OPTION Install permanent track lighting outlining 3 sides of clubhouse

\$14,950.00

Requires 50% Deposit

WAIVED**TOTAL ESTIMATED JOB COST****\$2,500.00**

* Price includes rental of materials, labor, installation, service and removal.

* Blue Wave Lighting takes the utmost care and precaution to protect your premises and property.

* Customer hereby authorizes Blue Wave Lighting, to install and / or remove all materials on said property as provided herein.

* Assumes adequate power available. If additional power needed client is responsible for providing.

* Please note: Loss of material due to theft or vandalism is reimbursable at cost

* Remaining balance of project due upon receipt of invoice after installation.

* Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

*** NOTE: OPTION LIST ABOVE IS NOT INCLUDED IN TOTAL ESTIMATED JOB COST**

Tim Gay

PREPARED BY

9/24/2025

DATE

AUTHORIZED SIGNATURE FOR ABBOTT SQUARE

DATE



Southern Automated Access Services, Inc

P.O. Box 46535
Tampa, FL 33646

Page #57

Estimate

Date	Estimate#
9/8/2025	2256

Name / Address
Abbott Square HOA

Description	Qty	Cost	Total
This estimate is to replace the damaged main control board, four tracker boards, and four transformers at the clubhouse. 1838-010 Door King circuit board. Door King Tracker board. Transformer Hourly Tech Charge Sales Tax	 1 4 4 1.5	 2,089.30 586.50 45.00 115.00 6.00%	 2,089.30 2,346.00 180.00 172.50 0.00
Estimate valid for 30 days.		Total	\$4,787.80

Please sign and return if acceptable

Signature _____

Phone #
813-714-1430

E-mail
saasgates@gmail.com



Southern Automated Access Services, Inc

P.O. Box 46535
Tampa, FL 33646

Page #58

Estimate

Date	Estimate#
9/11/2025	2261

Name / Address
Abbott Square CDD

Description	Qty	Cost	Total
This estimate is to replace existing access control with Chamberlain's CAP2D MyQ door controls.		0.00	0.00
Monthly fee will be \$180 for cloud fee. Price set by manufacturer and may change in the future. Existing credentials will still work.			
CAP2D 2 door controller.	3	1,448.40	4,345.20
Hourly Tech Charge	5	115.00	575.00
Actual time will apply. This is for data integration as well as installation.			
Sales Tax		6.00%	0.00
Thank you for your business. Past due payments are subject to \$25 per month finance fee after 30 days		Total	\$4,920.20

Please sign and return if acceptable

Signature _____

Phone #
813-714-1430

E-mail
saasgates@gmail.com



FitnessSmith
PO Box 3569
Boynton Beach FL 33424
United States

#INV1094840

9/15/2025

Bill To

ABBOTT SQUARE CDD
6598 BAR S BAR TRL
ZEPHYRHILLS FL 33541
United States

Ship To

ABBOTT SQUARE
6598 BAR S BAR TRL
ZEPHYRHILLS FL 33541
United States

Due Date: 9/15/2025

Terms	Due Date	PO #	Serv. Territory Mgr	Created From	Memo
Due on receipt	9/15/2025		Kevin Bechler		WEIGHT BENCH - LOOSE

Quantity	Item	Rate	Amount
----------	------	------	--------

The weight bench is loose.

From: Service <service@fitnesssmith.com>
Sent: Monday, September 8, 2025 12:54 PM
To: Kelly Colon <kcolon@folioam.com>
Cc: Luke Svendsen <lsvendsen@fitnesssmith.com>
Subject: RE: Gym bench is loose (WO# 15913)

[You don't often get email from service@fitnesssmith.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hi Kelly,

We have received your work order request.

To confirm, our service call fee is \$195 to dispatch technician.

Is this fee approved?

Good afternoon,

Yes it is.

Thank you

Kelly Colon | Abbott Square Clubhouse Manager
Kcolon@folioam.com | 813-993-4000

Folio Association Management
12906 Tampa Oaks Boulevard, Ste 100
Temple Terrace, FL 33637
www.FolioAM.com



INV1094840



FitnessSmith
PO Box 3569
Boynton Beach FL 33424
United States

#INV1094840

9/15/2025

Quantity	Item	Rate	Amount
1	LABOR - SERVICE COMPLETED 9/10/25 *FINDINGS* -BATCA bench was really wobbly -Adjustment pin for the seat was stuck -BATCA multi station leg curl/extension is broke. -Echelon spin bike power cord is damaged SN: ECHEX-7S-07045 *ACTIONS* -Fully removed the seat adjustment pin and lubricated the spring and pin -Installed the pin back in and tested it to ensure it was working and safe -Seat is fully functional -The middle adjustment point on the bench was loose -Tightened the nut and screw -After tightening, tested the unit to make sure it was not wobbling anymore and that it was secure -Bench is fully functional	\$195.00	\$195.00

Subtotal	\$195.00
Tax:	\$13.65
Total	\$208.65
Paid Amount	- \$0.00
Amount Due	\$208.65

[Click Here to Pay Now](#)



INV1094840

Abbott Square Community Development District

Financial Statements
(Unaudited)

Period Ending
August 31, 2025

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of August 31, 2025

(In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	DEBT SERVICE FUND SERIES 2025	DEBT SERVICE FUND SERIES 2022	CAPITAL PROJECTS FUND SERIES 2025	CAPITAL PROJECTS FUND SERIES 2022	GENERAL FIXED ASSETS FUND	GENERAL LONG TERM DEBT FUND	TOTAL
<u>ASSETS</u>								
Cash - Operating Account	\$ 260,639	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 260,639
Investments:								
Acq. & Construction - Other	-	-	-	75,000	-	-	-	75,000
Acquisition & Construction Account	-	-	-	19,862	260	-	-	20,122
Construction Fund	-	-	-	175,000	-	-	-	175,000
Cost of Issuance Fund	-	-	-	56,783	-	-	-	56,783
Interest Account	-	47,587	-	-	-	-	-	47,587
Reserve Fund	-	171,661	318,363	-	-	-	-	490,024
Revenue Fund	-	-	327,571	-	-	-	-	327,571
Prepaid Trustee Fees	2,688	-	-	-	-	-	-	2,688
Fixed Assets								
Improvements Other Than Buildings (IOTB)	-	-	-	-	-	2,575,161	-	2,575,161
Infrastructure	-	-	-	-	-	5,859,892	-	5,859,892
Property Under Capital Leases	-	-	-	-	-	1,176,241	-	1,176,241
Amount To Be Provided	-	-	-	-	-	-	8,980,000	8,980,000
TOTAL ASSETS	\$ 263,327	\$ 219,248	\$ 645,934	\$ 326,645	\$ 260	\$ 9,611,294	\$ 8,980,000	\$ 20,046,708
<u>LIABILITIES</u>								
Accounts Payable	\$ 10,569	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,569
Due To Developer	6,000	-	-	-	-	-	-	6,000
Bonds Payable	-	-	-	-	-	-	8,980,000	8,980,000
Other Long-Term Liabilities	-	-	-	-	-	1,176,241	-	1,176,241
TOTAL LIABILITIES	16,569	-	-	-	-	1,176,241	8,980,000	10,172,810
<u>FUND BALANCES</u>								
Nonspendable:								
Prepaid Trustee Fees	2,688	-	-	-	-	-	-	2,688
Restricted for:								
Debt Service	-	219,248	645,934	-	-	-	-	865,182
Capital Projects	-	-	-	326,645	260	-	-	326,905
Unassigned:	244,070	-	-	-	-	8,435,053	-	8,679,123
TOTAL FUND BALANCES	246,758	219,248	645,934	326,645	260	8,435,053	-	9,873,898
TOTAL LIABILITIES & FUND BALANCES	\$ 263,327	\$ 219,248	\$ 645,934	\$ 326,645	\$ 260	\$ 9,611,294	\$ 8,980,000	\$ 20,046,708

ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 25,356	\$ 25,356	0.00%
Special Assmnts- Tax Collector	558,323	547,473	(10,850)	98.06%
Other Miscellaneous Revenues	-	1,609	1,609	0.00%
TOTAL REVENUES	558,323	574,438	16,115	102.89%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Supervisor Fees	12,000	12,683	(683)	105.69%
ProfServ-Arbitrage Rebate	500	1	499	0.20%
Dissemination Agent/Reporting	1,000	-	1,000	0.00%
Field Management	15,000	11,484	3,516	76.56%
Trustee Fees	5,000	4,031	969	80.62%
Management Contract	48,000	53,654	(5,654)	111.78%
District Counsel	25,000	19,719	5,281	78.88%
District Engineer	10,000	-	10,000	0.00%
Auditing Services	5,000	8,040	(3,040)	160.80%
Website Compliance	1,000	-	1,000	0.00%
Postage	500	6	494	1.20%
Insurance - General Liability	3,025	3,025	-	100.00%
Public Officials Insurance	2,475	2,475	-	100.00%
Property and Causualty Insurance	14,566	21,198	(6,632)	145.53%
Printing and Binding	500	-	500	0.00%
Legal Advertising	1,500	3,136	(1,636)	209.07%
Bank Fees	500	140	360	28.00%
Meeting Expense	4,128	1,514	2,614	36.68%
Website Administration	705	1,553	(848)	220.28%
Dues, Licenses and Fees	175	175	-	100.00%
Total Administration	150,574	142,834	7,740	94.86%
<u>Electric Utility Services</u>				
Electric Utility Services	3,600	1,501	2,099	41.69%
Street Lights	97,000	79,145	17,855	81.59%
Total Electric Utility Services	100,600	80,646	19,954	80.17%
<u>Stormwater Control</u>				
Wetland Maintenance	7,500	600	6,900	8.00%
Aquatic Maintenance	22,900	2,700	20,200	11.79%
Total Stormwater Control	30,400	3,300	27,100	10.86%

ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
General Fund (001)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Landscape Services</u>				
Landscape Maintenance - Contract	156,744	148,302	8,442	94.61%
Landscape - Annuals	5,000	-	5,000	0.00%
Mulch	20,000	-	20,000	0.00%
Landscaping - Plant Replacement Program	5,000	4,363	637	87.26%
Total Landscape Services	186,744	152,665	34,079	81.75%
<u>Other Physical Environment</u>				
R&M-Well Maintenance	19,176	-	19,176	0.00%
R&M-Trail Maintenance	7,500	-	7,500	0.00%
Irrigation Maintenance	2,500	6,609	(4,109)	264.36%
Misc-Contingency	22,000	14,560	7,440	66.18%
Total Other Physical Environment	51,176	21,169	30,007	41.37%
<u>Parks and Recreation</u>				
Roadway Repair & Maintenance	5,000	-	5,000	0.00%
Entrance Monuments, Gates, Walls R&M	5,000	47,639	(42,639)	952.78%
Parks Maintenance	10,000	-	10,000	0.00%
Retention Pond Maintenance	8,600	-	8,600	0.00%
Total Parks and Recreation	28,600	47,639	(19,039)	166.57%
<u>Other Fees and Charges</u>				
Tax Collector/Property Appraiser Fees	10,229	183	10,046	1.79%
Total Other Fees and Charges	10,229	183	10,046	1.79%
TOTAL EXPENDITURES	558,323	448,436	109,887	80.32%
Excess (deficiency) of revenues				
Over (under) expenditures	-	126,002	126,002	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	10,424	10,424	0.00%
TOTAL FINANCING SOURCES (USES)	-	10,424	10,424	0.00%
Net change in fund balance	\$ -	\$ 136,426	\$ 136,426	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		110,332		
FUND BALANCE, ENDING		\$ 246,758		

ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
Debt Service Fund Series 2025 (200)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
TOTAL REVENUES	-	-	-	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Bond Proceeds	-	219,248	219,248	0.00%
TOTAL FINANCING SOURCES (USES)	-	219,248	219,248	0.00%
Net change in fund balance	<u>\$ -</u>	<u>\$ 219,248</u>	<u>\$ 219,248</u>	<u>0.00%</u>
FUND BALANCE, BEGINNING (OCT 1, 2024)		-		
FUND BALANCE, ENDING		<u>\$ 219,248</u>		

ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
Debt Service Fund Series 2022 (201)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 22,882	\$ 22,882	0.00%
Special Assmnts- Tax Collector	639,163	647,056	7,893	101.23%
TOTAL REVENUES	639,163	669,938	30,775	104.81%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	150,000	150,000	-	100.00%
Interest Expense	489,163	489,163	-	100.00%
Total Debt Service	639,163	639,163	-	100.00%
TOTAL EXPENDITURES	639,163	639,163	-	100.00%
Excess (deficiency) of revenues Over (under) expenditures	-	30,775	30,775	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Operating Transfers-Out	-	(10,424)	(10,424)	0.00%
TOTAL FINANCING SOURCES (USES)	-	(10,424)	(10,424)	0.00%
Net change in fund balance	\$ -	\$ 20,351	\$ 20,351	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		625,583		
FUND BALANCE, ENDING		\$ 645,934		

ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
Capital Projects Fund Series 2025 (300)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
TOTAL REVENUES	-	-	-	0.00%
<u>EXPENDITURES</u>				
<u>Administration</u>				
Dissemination Agent/Reporting	-	500	(500)	0.00%
Trustee Fees	-	13,000	(13,000)	0.00%
Bond Counsel	-	60,000	(60,000)	0.00%
District Counsel	-	48,500	(48,500)	0.00%
Postage, Phone, Faxes, Copies	-	1,750	(1,750)	0.00%
Cost of Issuance	-	21,500	(21,500)	0.00%
Underwriter	-	45,000	(45,000)	0.00%
Total Administration	-	190,250	(190,250)	0.00%
<u>Construction In Progress</u>				
Construction in Progress	-	4,148,863	(4,148,863)	0.00%
Total Construction In Progress	-	4,148,863	(4,148,863)	0.00%
TOTAL EXPENDITURES	-	4,339,113	(4,339,113)	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(4,339,113)	(4,339,113)	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Bond Proceeds	-	4,665,758	4,665,758	0.00%
TOTAL FINANCING SOURCES (USES)	-	4,665,758	4,665,758	0.00%
Net change in fund balance	\$ -	\$ 326,645	\$ 326,645	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		-		
FUND BALANCE, ENDING		\$ 326,645		

ABBOTT SQUARE COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending August 31, 2025
Capital Projects Fund Series 2022 (301)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 9	\$ 9	0.00%
TOTAL REVENUES	-	9	9	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	9	9	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2024)		251		
FUND BALANCE, ENDING		<u>\$ 260</u>		

Bank Account Statement

ABBOTT SQUARE CDD

Bank Account No. 2901
Statement No. 08-25

Statement Date 08/31/2025

G/L Account No. 101001 Balance	260,638.58	Statement Balance	287,263.34
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	260,638.58	Subtotal	287,263.34
Negative Adjustments	0.00	Outstanding Checks	-26,624.76
Ending G/L Balance	260,638.58	Ending Balance	260,638.58

Posting Date	Document Type	Document No.	Vendor	Description	Amount	Cleared Amount	Difference
Deposits							
							0.00
08/31/2025		JE000487	Interest - Investments	Interest Income	1,103.40	1,103.40	0.00
Total Deposits					1,103.40	1,103.40	0.00
Checks							
							0.00
07/23/2025	Payment	1133	ABBOTT SQUARE CDD	Check for Vendor V00035	-34,943.00	-34,943.00	0.00
07/28/2025	Payment	100097	MAHONEY LAW GROUP P.A	Inv: 22907	-2,211.00	-2,211.00	0.00
07/29/2025	Payment	100098	STEADFAST MAINTENANCE	Inv: SA-13509, Inv: SA-13723	-2,256.32	-2,256.32	0.00
08/04/2025	Payment	1138	JUSTIN BARNETT	Check for Vendor V00037	-200.00	-200.00	0.00
08/04/2025	Payment	1139	KELLY A. EVANS	Check for Vendor V00026	-200.00	-200.00	0.00
08/04/2025	Payment	1140	LORI ANN CAMPAGNA	Check for Vendor V00028	-200.00	-200.00	0.00
08/04/2025	Payment	1141	MALINDA MILLER	Check for Vendor V00036	-200.00	-200.00	0.00
08/04/2025	Payment	DD143	TANYA K BENTON-EFT	Payment of Invoice 000436	-200.00	-200.00	0.00
08/04/2025	Payment	100099	STRALEY ROBIN VERICKER	Inv: 26908	-2,400.00	-2,400.00	0.00
08/04/2025	Payment	100100	JAYMAN ENTERPRISES LLC	Inv: 4135	-1,500.00	-1,500.00	0.00
08/05/2025	Payment	100101	SITEX AQUATICS, LLC	Inv: 10114-b	-300.00	-300.00	0.00
08/05/2025	Payment	100102	STEADFAST MAINTENANCE	Inv: SA-13981	-12,372.00	-12,372.00	0.00
08/07/2025	Payment	100103	INFRAMARK LLC	Inv: 155317	-5,000.00	-5,000.00	0.00
08/12/2025	Payment	1142	JUSTIN BARNETT	Check for Vendor V00037	-200.00	-200.00	0.00
08/12/2025	Payment	1143	KELLY A. EVANS	Check for Vendor V00026	-200.00	-200.00	0.00
08/12/2025	Payment	1144	LORI ANN CAMPAGNA	Check for Vendor V00028	-200.00	-200.00	0.00
08/12/2025	Payment	1145	MALINDA MILLER	Check for Vendor V00036	-200.00	-200.00	0.00
08/13/2025	Payment	100104	LAND ASSESSMENT SERVICES INC	Inv: 531	-2,100.00	-2,100.00	0.00

Bank Account Statement

ABBOTT SQUARE CDD

Bank Account No. 2901
Statement No. 08-25

Statement Date 08/31/2025

08/13/2025	Payment	100105	BERGER TOOMBS ELAM GAINES & FRANK CPA's PL	Inv: 372889	-4,115.00	-4,115.00	0.00
08/15/2025	Payment	DD144	TANYA K BENTON- EFT	Payment of Invoice 000446	-200.00	-200.00	0.00
08/25/2025	Payment	JE000485	Bank Fees	Valley National Bank	-22.72	-22.72	0.00
08/13/2025		JE000488	Bank Fees	Valley National Bank	-95.02	-95.02	0.00
Total Checks					-69,315.06	-69,315.06	0.00

Adjustments

Total Adjustments

Outstanding Checks

05/29/2025	Payment	1119	TRACIE PFENNING	Check for Vendor V00042			-200.00
08/15/2025	Payment	100106	ADA SITE	Inv: 1			-1.00
08/27/2025	Payment	100107	COMPLIANCE LLC	Inv: 4881, Inv: 4708, Inv:			-23,329.50
08/27/2025	Payment	100108	GIG FIBER, LLC	Inv: 22932			-2,586.00
08/28/2025	Payment	300014	MAHONEY LAW	Inv: 080725-7996 ACH			-324.52
08/28/2025	Payment	300015	GROUP P.A	Inv: 080725-8253 ACH			-161.02
08/22/2025		JE000489	DUKE ENERGY	Valley National Bank			-22.72
Total Outstanding Checks							-26,624.76

Outstanding Deposits

Total Outstanding Deposits