### SOUTH SHORE CORPORATE PARK INDUSTRIAL **COMMUNITY DEVELOPMENT DISTRICT**

District Office · 3434 Colwell Avenue · Suite 200 · Tampa, Florida 33614

### SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT

**BOARD OF SUPERVISORS' MEETING JUNE 4, 2014** 

# SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT AGENDA

JUNE 4, 2014 at 9:00 a.m.

To be held at the office of Rizzetta & Company, Inc. located at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

**District Board of Supervisors** Mike Harryman Chairman

Douglas Dieck Vice Chairman
Brian Smith Assistant Secretary
John Tipton Assistant Secretary

**District Manager** Matthew Huber Rizzetta & Company, Inc.

**District Counsel** Brian Crumbaker Hopping Green & Sams, P.A.

**District Engineer** Tonja Stewart Stantec WilsonMiller

All Cellular phones and pagers must be turned off while in the meeting room.

### The District Agenda is comprised of five different sections:

The meeting will begin promptly at 9:00 a.m. with the first section, which is called **Audience Comments.** The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT IS MAINTENANCE RELATED ITEM, THESE ITEMS WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINISTRATOR OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called Business Administration. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called Business Items. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors discussion, motion and vote. Agendas can be reviewed by contacting the Administrator's office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to address items that are not on this agenda must be submitted in writing with an explanation to the District Administrator at least fourteen (14) days prior to the date of the meeting and will be heard under "Public Comments". The fourth section is called Staff Reports. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called Supervisor Requests. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

## SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FL 33614

May 29, 2014

Board of Supervisors
South Shore Corporate Park Industrial
Community Development District

#### **AGENDA**

### Dear Board Members:

The regular meeting of the Board of Supervisors of the South Shore Corporate Park Industrial Community Development District will be held on **Wednesday**, **June 4**, **2014 at 9:00 a.m.** at the office of Rizzetta & Company located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614. The following is the agenda for this meeting:

| 1. | CALL TO ORDER     |  |  |  |  |  |
|----|-------------------|--|--|--|--|--|
| 2. | AUDIENCE COMMENTS |  |  |  |  |  |
| 3. | BUS               | BUSINESS ADMINISTRATION  |  |  |  |  |
|    | A.                | Consideration of the Minutes of the Board of                   |  |  |  |  |
|    |                   | Supervisors' Meeting held on April 30, 2014 Tab 1              |  |  |  |  |
|    | B.                | Consideration of Operation and Maintenance                     |  |  |  |  |
|    |                   | Expenditures for April 2014 Tab 2                              |  |  |  |  |
|    | C.                | Ratification of Pay Requests Pursuant to                       |  |  |  |  |
|    |                   | Construction Funding Agreement                                 |  |  |  |  |
| 4. | BUSI              | INESS ITEMS  |  |  |  |  |
|    | A.                | Consideration of Promissory Payment Agreement by and           |  |  |  |  |
|    |                   | between the South Shore Corporate Park Industrial              |  |  |  |  |
|    |                   | Community Development District and South Shore Corporate       |  |  |  |  |
|    |                   | Park, LLC Tab 4  |  |  |  |  |
|    | B.                | Presentation of Fiscal Year 2014/2015 Proposed Budget          |  |  |  |  |
|    |                   | i. Consideration of Resolution 2014-05, Approving Fiscal Year  |  |  |  |  |
|    |                   | 2014/2015 Proposed Budget and Setting the Public Hearing Tab 5 |  |  |  |  |
|    |                   | (Budget under separate cover)                                  |  |  |  |  |
| 5. | STAI              | FF REPORTS   |  |  |  |  |
|    | A.                | District Counsel   |  |  |  |  |
|    | B.                | District Engineer  |  |  |  |  |
|    | C.                | District Manager   |  |  |  |  |
|    |                   |  |  |  |  |  |

- 6. SUPERVISOR REQUESTS
- 7. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Very truly yours,

MHubeld

Matthew Huber District Manager

# Tab 1

#### MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

## SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the South Shore Corporate Park Industrial Community Development District was held on **Wednesday**, **April 30**, **2014 at 9:02 a.m.** at the office of Rizzetta & Company, Inc., located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

### Present and constituting a quorum:

| Mike Harryman | <b>Board Supervisor, Chairman</b>            |
|---------------|--|
| Doug Dieck    | <b>Board Supervisor, Vice Chairman</b>       |
| Brian Smith   | <b>Board Supervisor, Assistant Secretary</b> |

### Also present were:

| Matthew Huber    | District Manager, Rizzetta & Company, Inc. |
|------------------|--|
| Jonathan Johnson | District Counsel, Hopping Green & Sams     |

(via conf. call)

Dave Kemper

Mark Straley

Janet Heintz

Drew Kreikemeier

Nicole Grimaldi

District Engineer, Stantec (via. conf. call)

Representative, Inland Group (via conf. call)

Representative, Inland Group (via conf. call)

Representative, Inland Group (via conf. call)

### FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Huber called the meeting to order and read the roll call.

### SECOND ORDER OF BUSINESS

**Audience Comments** 

No audience members present.

### THIRD ORDER OF BUSINESS

Consideration of the Minutes of Board of Supervisors Regular Meeting held on January 21, 2014

On a Motion by Mr. Smith, seconded by Mr. Harryman, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Regular Meeting held on January 21, 2014 for South Shore Corporate Park Industrial Community Development District.

#### FOURTH ORDER OF BUSINESS

Consideration of the Minutes of Board of Supervisors Continued Meeting held on January 24, 2014

On a Motion by Mr. Harryman, seconded by Mr. Smith, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Continued Meeting held on January 24, 2014 for South Shore Corporate Park Industrial Community Development District.

### FIFTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for January thru March 2014

On a Motion by Mr. Dieck, seconded by Mr. Harryman, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for January 2014 in the amount of \$12,354.73; February 2014 in the amount of \$14,766.19 and March 2014 in the amount of \$19,126.59 as presented for South Shore Corporate Park Industrial Community Development District.

### SIXTH ORDER OF BUSINESS

### **Ratification of Pay Requests**

On a Motion by Mr. Dieck, seconded by Mr. Smith, with all in favor, the Board of Supervisors ratified Pay Request for Project Improvements through February 3, 2014 in the amount of \$2,859,802.68; and Pay Request for Project Improvements through March 5, 2014 in the amount of \$693,218.88 as presented for South Shore Corporate Park Industrial Community Development District.

#### SEVENTH ORDER OF BUSINESS

Amend Agenda to Consider the Amended Acquisition Agreement

On a Motion by Mr. Dieck, seconded by Mr. Harryman, with all in favor, the Board of Supervisors amended the agenda to include for consideration the Amended Acquisition Agreement for South Shore Corporate Park Industrial Community Development District.

### **EIGHTH ORDER OF BUSINESS**

## **Consideration of Amended Acquisition Agreement**

Mr. Johnson asked for a motion to include the August 26, 2013 approved engineers report to the amended acquisition.

On a Motion by Mr. Harryman, seconded by Mr. Smith, with all in favor, the Board of Supervisors approved to amend the 2009 Acquisition Agreement to include the August 26, 2013 approved engineers report for South Shore Corporate Park Industrial Community Development District.

### NINTH ORDER OF BUSINESS

Consideration of Acquisition of Laurel Ridge Avenue Improvements from South Shore Corporate Park, LLC (under separate cover)

Mr. Johnson presented to the Board for consideration the acquisition of Laurel Ridge Avenue Improvements from South Shore Corporate Park, LLC.

On a Motion by Mr. Smith, seconded by Mr. Harryman, with all in favor, the Board of Supervisors approved the Acquisition of Laurel Ridge Avenue Improvements from South Shore Corporate Park, LLC with a not to exceed amount of \$462,459.00 as presented for South Shore Corporate Park Industrial Community Development District.

#### TENTH ORDER OF BUSINESS

Consideration of Acquisition of Various Parcels from South Shore Corporate Park, LLC (under separate cover)

Mr. Johnson presented to the Board for consideration the Acquisition of various parcels from South Shore Corporate Park, LLC.

On a Motion by Mr. Harryman, seconded by Mr. Smith, with all in favor, the Board of Supervisors authorizes the acquisition of various parcels of real estate and its subsequent conveyance to Hillsborough County with a not to exceed amount of \$2,896,970.00 for South Shore Corporate Park Industrial Community Development District.

On a Motion by Mr. Smith, seconded by Mr. Harryman, with all in favor, the Board of Supervisors authorized the Chairman and Vice Chairman to act as authorized agents for permit close out and transfers for South Shore Corporate Park Industrial Community Development District.

#### **ELEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2014-04; Authorizing and Approving Second Promissory Payment Extension Agreement (under separate cover)

On a Motion by Mr. Harryman, seconded by Mr. Smith, with all in favor, the Board of Supervisors adopted Resolution 2014-04; Authorizing and Approving Second Promissory Payment Extension Agreement as presented under separate cover for South Shore Corporate Park Industrial Community Development District.

#### TWELFTH ORDER OF BUSINESS

**Discussion of Landscape Maintenance for Roadway Improvements** 

This item was tabled.

### THIRTEENTH ORDER OF BUSINESS

Discussion of Fiscal Year 2014/2015 Budget

The proposed budget will be presented at the June 4, 2014 meeting.

### FOURTEENTH ORDER OF BUSINESS

**Staff Reports** 

- A. District Counsel No Report.
- B. District Engineer No Report.

On a Motion by Mr. Harryman, seconded by Mr. Smith, with all in favor, the Board of Supervisors approved the water use permit extension for South Shore Corporate Park Industrial Community Development District.

### C. District Manager

Mr. Huber noted that the next regular meeting of the Board of Supervisors' is Tuesday, May 7, 2014 at 9:00 a.m. at the office of Rizzetta & Company, Inc., located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614. The May 7, 2014 meeting will be cancelled and the next meeting will be June 4, 2014 at 9:00 a.m. at the office of Rizzetta & Company, Inc., located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

#### FIFTEENTH ORDER OF BUSINESS

**Supervisor Requests** 

Mr. Dieck asked if the audit has been completed.

# SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT April 30, 2014 Minutes of Meeting Page 5

| SIXTEENTH ORDER OF BUSINESS   | Adjourned   |
|-------------------------------|---|
|                               | Ar. Harryman, with all in favor the Board adjourned the Corporate Park Industrial Community Development |
|                               |   |
| Secretary/Assistant Secretary | Chairman/Vice Chairman  |

# Tab 2

# SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

### Operation and Maintenance Expenditures April 2014 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2014 through April 30, 2014. This does not include expenditures previously approved by the Board.

Approval of Expenditures:

\_\_\_\_\_Chairman

\_\_\_\_Vice Chairman

\_\_\_\_Assistant Secretary

The total items being presented: \$7,964.24

### **South Shore Community Development District**

### Paid Operation & Maintenance Expenses April 1, 2014 Through April 30, 2014

| Vendor Name                            | Check Number | Invoice Number        | Invoice Description                   | Invo | ice Amount |
|--|--------------|-----------------------|---------------------------------------|------|------------|
| Commercial Cuts of SaraBay             | 295          | 2355                  | Monthy Lawn Maintenance Service 04/14 | \$   | 2,275.00   |
| Hopping Green & Sams                   | 296          | 75379                 | General/Monthly Legal Services 02/14  | \$   | 262.95     |
| Irrigation Technical Services,<br>Inc. | 297          | 4773                  | Irrigation Services 02/14             | \$   | 506.25     |
| Irrigation Technical Services, Inc.    | 297          | 4780                  | Irrigation Services 03/14             | \$   | 508.18     |
| Rizzetta & Company, Inc.               | 298          | 16551                 | District Management Services 04/14    | \$   | 1,250.00   |
| Teco                                   | 299          | 0176 0305771<br>03/14 | 351 30 ST NE PMP 03/14                | \$   | 147.55     |
| Teco                                   | 299          | 0176 0310341<br>03/14 | 351 30 ST NE 03/14                    | \$   | 278.30     |
| Teco                                   | 299          | 1800 0042805<br>03/14 | 351 30 ST NE 03/14                    | \$   | 2,736.01   |
| Report Total                           |              |                       |                                       | \$   | 7,964.24   |

P.O. No.

Terms

Commercial Cuts of SaraBay

PO Box 209 Parrish FL 34219 941-953-9735 standperkins@aol.com

| Bill To  |  |
|--|--|
| South Shore Industrial Park CDD<br>Att: Greg Cox<br>3434 Colwell Ave Suite 200<br>Fampa FL 33614 |  |
|  |  |

### Invoice

| Date |          |   | I | nvoice | # <u>.</u>     |
|------|----------|---|---|--------|----------------|
|      | 4/1/2014 |   |   | 2355   | $\overline{)}$ |
| fr.  |          | / | - |        |                |

Project

| Quantity          | Description  | Rate  | Amount     |
|-------------------|--|-------|------------|
|                   | Pate Hec o Hizzetta APR 0 1 2014  Date Hered APR 0 1 2014  Date entered APR 0 1 2014  Fund COL GLESSIOOC 4464  Check # | 2,275 |            |
| t's been a pleasu | re working with you!   | Total | \$2,275.00 |

### Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

March 31, 2014

South Shore Community Development District c/o District Manager 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

Bill Number 75379
Billed through 02/28/2014

| General C |                                     |  |                                    |                    |          |
|-----------|-------------------------------------|--|------------------------------------|--------------------|----------|
| SSCDD     | 00001                               | <b>JJ</b>  |                                    |                    |          |
|           |                                     | AL SERVICES RENDERED   |                                    |                    |          |
| 02/12/14  | KEM                                 | Prepare letter to district ma  | nager regarding oath of office for | board supervisors. | 0.10 hrs |
| 02/17/14  | ננ                                  | Confer with Sanford regardi  | ing CDD.                           |                    | 0.30 hrs |
| 02/17/14  | TFM                                 | Confer with Kronick regarding  | ng cancellation of board meeting.  |                    | 0.20 hrs |
|           | Total fee                           | es for this matter   |                                    |                    | \$145.50 |
| DISBURS   | <u>EMENTS</u>                       |  |                                    |                    |          |
|           | Long Dis                            | tance  |                                    |                    | 0.24     |
|           | Postage                             |  |                                    |                    | 3.78     |
|           | Travel                              |  |                                    |                    | 101.36   |
|           | Travel -                            | Meals  |                                    |                    | 1.41     |
|           | United P                            | arcel Service  |                                    |                    | 10.66    |
|           | Total disbursements for this matter |  |                                    |                    |          |
| MATTER S  | SUMMAR                              | <u>Y</u>   |                                    |                    |          |
|           | Johnson.                            | , Jonathan T.  | 0.30 hrs                           | 300 /hr            | \$90.00  |
|           |                                     | Catherine E Paralegal  | 0.10 hrs                           | 125 /hr            | \$12.50  |
|           | Mackie,                             | A.Tucker Frazee  | 0.20 hrs                           | 215 /hr            | \$43.00  |
|           |                                     | TC   | OTAL FEES                          |                    | \$145.50 |
|           |                                     | TOTAL DISBUR   | RSEMENTS                           |                    | \$117.45 |
|           | Т                                   | OTAL CHARGES FOR THIS  | MATTER                             |                    | \$262.95 |
| BILLING S | SUMMAR                              | <u>Y</u>   |                                    |                    |          |
|           | Johnson,                            | Jonathan T.  | 0.30 hrs                           | 300 /hr            | \$90.00  |
|           | *I                                  | Calle of the Property of the Calle of the Ca | 0.40                               | 10F //             | 412 50   |

| Johnson, Jonathan T.          | 0.30 hrs | 300 /hr | \$90.00 |
|-------------------------------|----------|---------|---------|
| Ibarra, Katherine E Paralegal | 0.10 hrs | 125 /hr | \$12.50 |
| Mackie, A.Tucker Frazee       | 0.20 hrs | 215 /hr | \$43.00 |

**TOTAL FEES** TOTAL DISBURSEMENTS \$145.50

\$117.45

### **TOTAL CHARGES FOR THIS BILL**

\$262.95

Please include the bill number on your check.

Jate Rec'd Rizzetta & C.M., Inc. ate entered = APR 0 7 2014 Fund 001 GIS1400 OC 3107 "hook #



### Irrigation Technical Services,

3330 36th Avenue North St Petersburg FL 33713 727-521-3320

### **Contract Invoice**

Invoice#: 4773

Date 03/07/2014

Record#: 4802

Billed To: South Shore Corp. Park -common

Rizzetta & Company 3434 Colwell Ave. #200 Tampa FL 33614 Project: South Shore Corp Park-common

Rizzetta & Company 3434 Colwell Ave. #200 Tampa FL 33614

Due Date: 04/07/2014

.Terms: 1MO

Order#

### Description

Amount

Dave Kaschube (02-18-14)
Frank Serrao (02-18-14)
Travel - Portal to Portal
Larry Sargent (03-04-14)
Alex Long (03-04-14)
Travel - Pump Technician
February 2014 Planned Maintenance

506.25

#### Notes:

Please see attached Work Order #19069 and Maintenance Check Lists for further information.

Date Office of the Color of the

RECEIVED

MAR 1 2 2014

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount: Taxable Amount: Sales Tax:

0.00

506.25

**Amount Due** 

506.25



Irrigation Technical Services, 3330 36th Avenue North

3330 36th Avenue North St Petersburg FL 33713 727-521-3320 **Work Order** 

Order#: 19069

Order Date: 03/07/2014

Record#: 16069

Billed To: South Shore Corp. Park -common

Rizzetta & Company 3434 Colwell Ave. #200 Tampa FL 33614 Project:

South Shore Corporate park

February 2014

Planned Maintenance

Employee:

Purchase Order#:

| Assembly# | Part# | Description                       | Unit     | Quantity |
|-----------|-------|-----------------------------------|----------|----------|
|           | 9903  | Dave Kaschube (02-18-14)          | Hourly   | 4.0000   |
|           | 9904  | Frank Serrao (02-18-14)           | Hourly   | 4.0000   |
|           | 9910  | Travel - Portal to Portal         | Hourly   | 0.7500   |
|           | 9901  | Larry Sargent (03-04-14)          | Hourly   | 1.2500   |
|           | 9902  | Alex Long (03-04-14)              | Hourly   | 1.2500   |
|           | 9911  | Travel - Pump Technician          | Hourly   | 1.0000   |
|           | 9999  | February 2014 Planned Maintenance | Contract | 1.0000   |

### Notes

South Shore Corporate Park Common Area

February 2014
Planned Maintenance

Zones 23-32

Unclogged (13) spray nozzles, adjusted (4) spray nozzles, and cleaned all drip line filters.

No parts required.

### IRRIGATION TECHNICAL SERVICES

PREVENTATIVE\MAINTENANCE CHECK LIST

|  | Job Name _South Shore Corp. Pa  | ark                                   | Superintenden                            | ıt                   | :        |
|--|---|---------------------------------------|--|----------------------|----------|
|  | MANUFACTURER _Hoover  | Pumping                               | S/N#_6361                                | _ UNDER WARRAN       | TY_No    |
|  | W.O.NumberDat   | e:_3/4/14_Techn                       | nician:_larry sargen                     | t _ Travel Time75 or | ne way_  |
|  | ROUTINE CHECKS  | 800 GPM @ 8                           | 0 PSI, Set point @                       | 9 70 PSI<br>PUMPS    |          |
| PUMH (*) (*-) ( ) (*) (*) (*)                | Flow @ 80 PSI Check shaft play Clean bleed lines Check mechanical seal Check for unusual noise Check vibration Test shutoff head  | #1<br>_400 G<br>_OK<br><br>_OK<br>_OK | OK                                       |                      | #4       |
| MOTO (*) (*) (*) (*) (*) (*) (*) (*) (*) (*) | Horse power Rapid cycle alarms Grease lube bearings Check vibration Check for unusual noise Test amps at shutoff Test amps at design PSI Megger motor leads Record elapsed hours Check junction box termin ATION AND CHECK VALVES Exercise suction BFV Exercise discharge BFV Exercise pump BFV Check vict coupling | #1 _30 HF                             | OK_OK_OK_OK_OK_OK_OK_OK_OK_OK_OK_OK_OK_O | OK_OK_OK             | #4       |
|  | ROUTINE CHE   | CK                                    |  |                      | COMMENTS |
| MAIN   | ILINE master valve  |                                       |  |                      |          |
| (*)<br>(*)<br>(*)<br>(*)<br>(*)              | Clean strainers Test ball valves Check pressure gages Test valve operation Blow out tubing Flush bonnet   | YesOKYesYesYes                        |  |                      |          |
| HYDI   | RO PNEUMATIC TANK   |                                       |  | COMMENTS             |          |
| (*)<br>(*)                                   | Check bladder<br>Recharge tank  | _OK                                   |  |                      |          |

### STRAINER \ FILTER

| (*)<br>(*)<br>(*)                                  | Check flush timer<br>Test flush operation<br>Rebuild flush valve<br>Clean strainer basket   | _Yes_<br>_Yes_<br>_Clean<br>_OK | led out ASCO so | olenoid. |              |  |
|--|---|---------------------------------|-----------------|----------|--------------|--|
| SKID   |   |                                 |                 | COMM     | ENTS         | :  |
| (*)<br>( )<br>( )                                  | Check for corrosion Wire brush loose rust Touch up paint  | _OK                             | ,               |          |              |  |
|  |   |                                 | ELECT           | RICAL    |              |  |
| (*) (*) () (*) (*) (*)                             | Exercise disconnect Check CB trip adjustment Lubricate mechanical devi Check cables for heat Tighten lugs   | ces                             |                 |          |              | -  |
| CONTROLS   | 3   |                                 | Phase #1        | Phase #2 | Phase #3     | Line to Ground                           |
| <pre>(*) (*) (*) (**) (**) (**) (**) (**) (*</pre> | Test line voltage (no load) Test line voltage (full load Calculate voltage imbalance Test control voltage Check control C\B Check wires for heat Examine components Lubricate mechanical devi Clean level sensor Check door switch Test safety features Test lake level controls Test auto alternators Test hour meters Test light bulbs Test control operation Test digital readout Set timers and LTR's Set pressure switches | ce                              |                 |          | _466<br>_464 | _268/267/270_<br>_265/265/267_<br>_3/2/3 |
| (*)  | Tighten terminals Calibrate all controls  |                                 | _Yes<br>_OK     | -        |              |  |

| VFD CC     | ONTROL                  | COMM | ENTS |
|------------|-------------------------|------|------|
| (*)        | Dust components         | Yes  |      |
| (*)        | Check cables for heat   | OK   |      |
| (*)        | Test VFD operation      | OK   |      |
| <b>(</b> ) | Calibrate thermostat    |      |      |
| ( )        | Clean A\C filter        |      |      |
| (*)        | Check panel corrosión   | OK   |      |
| ( )        | Check insulation        |      |      |
| (*)        | Test A\C operation      | OK_  |      |
| (*)        | Tighten cable lugs      | _Yes | i    |
| FLOW N     | METER                   |      |      |
| ( )        | Clean sensor paddle whe | el   |      |
| (*)        | Check meter operation   |      |      |
| ( )        | Rebuild sensor          |      |      |
| ( ) .      | Lube sensor O-ring      |      | •.   |
| (*)        | Check pipe calibration  | OK . |      |

NOTES: Station total-309,093,40. Cleaned Filters. Cleaned Pump Station Area. Flushed All Pressure Tubing . Checked And Tightened All Wires And Wire lugs.

### Maintenance Zone Check Sheet

Technician: F.S. D.K. Property: South Shore Corp Park

Date: 02/18/14 Clock: Rain Master

Date: 02/18/14

| Program  | Start Time | Watering Days |
|----------|------------|---------------|
| # I      | 12:00 AM   | MON & FRI     |
| <b>3</b> | 12:00 PM   | SUN & WED     |
| С        |            |               |
| D        |            |               |

| :    |         | •       |  |
|------|---------|---------|--|
| Zone | Program | Minutes | Comments   |
| 23,  | 2       | 30      | Cleaned drip line filter OK!   |
| 241  | 2       | 30      | Cleaned drip line filter OK!   |
| 25/  | 1       | 20      |  |
| 261  | 1       | 20      | Unclagged (4) nozzles  S/ Unclagged (2) nozzles  Adjusted (1) nozzle |
| 271  |         | 30      | Cleaned drip line filter OK!   |
| 28,  |         | 20      | 5/ OK  |
| 291  | 1       | 20      | S/ Unclogged (3) nozzles<br>Adjusted (2) nozzles                     |
| 30,  | 1       | 20      | 5/ Unclogged (4) nozzles<br>Adjusted (1) nozzle                      |
| 31   | 2       | 30      | D/ OFF   |
| 32   | 2       | 30      | D/ OFF   |
|      |         |         |  |
| ·    |         |         |  |
|      |         |         |  |



Irrigation Technical Services,

3330 36th Avenue North St Petersburg FL 33713 727-521-3320

**Contract Invoice** 

Invoice#(:

Date: Ø3/31/201

Record#: 4809

Billed To: South Shore Corp. Park -common

Rizzetta & Company 3434 Colwell Ave. #200 Tampa FL 33614

Project: South Shore Corp Park-common

Rizzetta & Company 3434 Colwell Ave. #200 Tampa FL 33614

Due Date: 04/30/2014

Terms: 1MO

Order#

Description

**Amount** 

1.93

Netafim Techline Insert Coupling

Alex Long (03-25-14)

Eddie Merritt (03-25-14)

Travel - Portal to Portal

Alex Long (03-31-14)

Eddie Merritt (03-31-14)

Travel - Portal to Portal

March 2014 Planned Maintenance

506.25

#### Notes:

Please see attached Work Order #19089 and Maintenance Check List for further information.

RECEIVED

APR 0 4 28%

and the

APR 0 7 2014

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:

Taxable Amount:

0.00 0.00

508.18

**Amount Due** 

Sales Tax:

508.18



### Irrigation Technical Services,

3330 36th Avenue North St Petersburg FL 33713 727-521-3320

### **Work Order**

Order#: 19089

Order Date: 03/31/2014

Record#: 16089

Billed To: South Shore Corp. Park -common

Rizzetta & Company 3434 Colwell Ave. #200 Tampa FL 33614 Project:

South Shore Corporate Park Com

March 2014

Planned Maintenance

| Employee:   | <u>-</u> | - | Purchase Order#:  |
|-------------|----------|---|-------------------|
| cilibiolee. |          |   | Fulcilase Olucin. |

| Assembly# | Part# | Description                              | Unit     | Quantity |
|-----------|-------|--|----------|----------|
|           | 6041  | TLCOUP; Netafim Techline Insert Coupling | Ea       | 7.0000   |
|           | 9903  | Alex Long (03-25-14)                     | Hourly   | 3.5000   |
|           | 9904  | Eddie Merritt (03-25-14)                 | Hourly   | 3.5000   |
|           | 9910  | Travel - Portal to Portal                | Hourly   | 1.0000   |
|           | 9903  | Alex Long (03-31-14)                     | Hourly   | 3.7500   |
|           | 9904  | Eddie Merritt (03-31-14)                 | Hourly   | 3.7500   |
|           | 9910  | Travel - Portal to Portal                | Hourly   | 1.0000   |
|           | 9999  | March 2014 Planned Maintenance           | Contract | 1.0000   |

#### **Notes**

South Shore Corporate Park Common Area

March 2014 Planned Maintenance Zones 8-22

Zone 15- Repaired 3 drip line breaks

Zone 17- Repaired 4 drip line breaks.

Zone 19- Repaired 2 drip line breaks- see separate repair order.

Cleaned all drip line filters.

### IRRIGATION TECHNICAL SERVICES

PREVENTATIVE\MAINTENANCE CHECK LIST

|   | Job Name _South Shore Co  | rp. Park             | Su   | perintendent                         |  |          |
|---|---|----------------------|--|--------------------------------------|--|----------|
|   | MANUFACTURER_Ho   | over Pumpin          | g S/N#                                     | £_6361UNE                            | DER WARRANTY                                       | /_No     |
|   | W.O.Number  | _Date:_3/24/         | 14_Technician:_                            | larry sargent _ Tra                  | avel Time75 one                                    | way_     |
|   | ROUTINE CHECKS  |                      | GPM @ 80 PSI ,                             | Set point @ 70 PS                    | SI PUMPS   |          |
| PUMI (*) (*) ( ) (*) (*) (*) (*)            | Flow @ 80 PSI Check shaft play Clean bleed lines Check mechanical se Check for unusual no Check vibration Test shutoff head   |                      | #1 _400 GPMOKOKOK                          | #2 _400 GPMOKOK                      | Jockey _150 GPMOK OK OK                            | #4       |
| MOT((*)(*)(*)(*)(*)(*)(*)(*)(*)(*)(*)(*)(*) | Horse power Rapid cycle alarms Grease lube bearings Check vibration Check for unusual no Test amps at shutoff Test amps at design Megger motor leads Record elapsed hour Check junction box to ATION AND CHECK VAL Exercise suction BF Exercise discharge E Exercise pump BFV Check vict coupling | PSI sterminals VES V | #1 _30 HP OK OK28/30/17852 OK #1 _OK OK OK | #2 _30 HP OK OK29/32/19762 OK #2 _OK | Jockey _10 HP OK OK16/15/96925 OK Jockey _OK OK OK | #4       |
|   | ROUTINE   | CHECK                |  |                                      |  | COMMENTS |
| MAI   | NLINE master valve  |                      |  |                                      |  |          |
| (*)<br>(*)<br>(*)<br>(*)<br>(*)             | Clean strainers Test ball valves Check pressure gage Test valve operation Blow out tubing Flush bonnet  |                      |  |                                      |  |          |
| HYD   | PRO PNEUMATIC TANK  |                      |  | CON                                  | MENTS  |          |
| (*)<br>(*)                                  | Check bladder<br>Recharge tank  | _OK_                 |  |                                      |  |          |

### STRAINER \ FILTER

| (*)<br>(*)<br>(*)                                  | Check flush timer Test flush operation Rebuild flush valve Clean strainer basket  | Yes_<br>Yes_<br>Cleand<br>OK_ | ed out ASCO sc |                         |               |  |
|--|---|-------------------------------|----------------|-------------------------|---------------|--|
| SKID   |   |                               |                | COM                     | MMENTS        |  |
| (*)<br>( )<br>( )                                  | Check for corrosion Wire brush loose rust Touch up paint  | OK_                           |                |                         |               |  |
|  |   |                               | ELECTI         | RICAL                   |               |  |
| (*) (*) (*) (*) (*)                                | CTRICAL DISCONNECT  Exercise disconnect Check CB trip adjustment Lubricate mechanical device Check cables for heat Tighten lugs   | ces                           |                |                         |               |  |
| CONTROL  | S   |                               | Phase #1       | Phase #2                | Phase #3      | Line to Ground                           |
| <pre>(*) (*) (*) (*) (*) (*) (*) (*) (*) (*)</pre> | Test line voltage (no load) Test line voltage (full load) Calculate voltage imbalance Test control voltage Check control C\B Check wires for heat Examine components Lubricate mechanical device Clean level sensor Check door switch Test safety features Test lake level controls Test auto alternators Test hour meters Test light bulbs Test control operation Test digital readout Set timers and LTR's Set pressure switches Tighten terminals Calibrate all controls | e                             |                | 465<br>463<br>2<br>4DCV | _463<br>_4612 | _266/266/270_<br>_264/263/265_<br>_2/3/5 |

COMMENTS

| VFD CC                  | NTROL  |                 | COMMENTS |
|-------------------------|--|-----------------|----------|
| (*)<br>(*)<br>(*)<br>() | Dust components Check cables for heat Test VFD operation Calibrate thermostat Clean A\C filter | Yes<br>OK<br>OK |          |
| (*)<br>(*)<br>(*)       | ( )  | OKOK            | ·        |
| FLOW N                  | METER  |                 |          |
| ( )<br>(*)<br>( )       | Clean sensor paddle whe Check meter operation Rebuild sensor                                   | el              |          |

NOTES: Station total-313,258,30. Cleaned Filters. Cleaned Pump Station Area. Flushed All Pressure Tubing. System Is operating Correctly At This Time.

Check pipe calibration

OK

### Irrigation Technical Services

Maintenance Zone Check Sheet

Technician: E,M. + A.L.

Property: SOUTH SHORE CORP. PARK - COMMON AREA

Date: 3/26/14

Clock: RAIN MASTER

| Program      | Start Time | Watering Days |
|--------------|------------|---------------|
| <b>&amp;</b> | 12:00 AM   | MON, + FRI.   |
| <b>B</b> 2   | 12:00 AM   | JUN: + WED,   |
| Q            |            |               |
| Ď            |            |               |

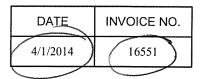
| Zone | -Program | Minutes | Comments -   |
|------|----------|---------|--|
| 8    | 2        | 30      | DRIP OK-<br>CLEANED FILTER                                 |
| 9    | /        | 20      | SPRAY  |
| 10   | /        | 20      | 3 OK   |
| 11   | 1        | 20      | SOK  |
| 12   | /        | 20      | SOK  |
| 13   | 1        | 20      | 5/ OK  |
| 14   | 2        | 30      | DOK<br>CLEANED FILTER                                      |
| 15   | 2        | 30      | D<br>REPAIRED 3 DRIPLINE BREAKS                            |
| 16   | 1        | 20      | S<br>ADJUSTED + CLEANED (2) HEADS                          |
| 17   | 2        | 30      | D<br>REPAIRED 4 DRIP BREAKS                                |
| 18   | 1        | 20 -    | SOK  |
| 19   | 2        | 30      | DEPAIRED 2 DRIPLINE BREAKS.<br>(SEE SEPARATE REPAIR ORDER) |

| Zone | Program | Minutes      | Comments                  |
|------|---------|--------------|---------------------------|
|      | 1       | 10           | ROTOR                     |
| 20   | /       | 60           | OK<br>5/                  |
| 21   | 1       | 20           | ADJUSTED (1) SPRAM NOZZLE |
| 22   | 1       | 60           | OR                        |
|      |         | <del>-</del> |                           |
|      |         |              |                           |
|      |         |              |                           |
|      |         |              |                           |
|      |         |              |                           |
|      |         |              |                           |
|      |         |              |                           |
|      |         |              |                           |
|      |         |              |                           |

DIZZETTA & COMPANY, INC. 5020 W Linebaugh Avenue Suite 200

Tampa, FL 33624

| BILL TO   |  |
|---|--|
| SOUTH SHORE<br>COMMUNITY DEVELOPMENT DISTRICT<br>3434 Colwell Avenue, Suite 200<br>Tampa, Florida 33614 |  |
|   |  |



|      |   |     | TERMS          | PROJECT   |
|------|---|-----|----------------|-----------|
|      |   |     | Due Upon Rec't | 857 - CDD |
| ITEM | DESCRIPTION   | QTY | RATE           | AMOUNT    |
|      | PROFESSIONAL FEES:  |     |                | 30000     |
| DM   | District Management Services  |     | 1,250.00       | 1,250.00  |
|      | Services for the period April 1, 2014<br>through April 30, 2014   |     |                |           |
|      | MAR 27  are Hec'o Hizzetta & Co., Inc.  /M approval 100 Date 331  are entered MAR 2 8 2014  Ind 60 1 GL5/3000C 3707 |     |                |           |

Total

\$1,250.00

20



### Visit our Web site at tampaelectric.com

348M-00214

#### Conservation Info.

This Month 44 / kWh/Day 18 kW Year Ago: 38 kWh/Day 14 kW

Our Share program lets you give a tax-deductible contribution to help customers in need pay their electric bills. Tampa Electric and Peoples Gas will match your contribution dollar-for-dollar up to a combined \$500,000 annually. Visit tampaelectric.com/share to learn more.

### **April Billing Information:**

800346

SOUTH SHORE CORP PK CDD 351 30 ST NE PMP RUSKIN FL 33570-0000

**Total Due** 

**Account Number** 0176 0305771

Statement Date Apr 02, 2014

| Meter Number               | Current Reading       | Previous Reading                  | Diff.     | Multi.           | 28 day period   |
|----------------------------|-----------------------|-----------------------------------|-----------|------------------|-----------------|
| H86272                     | 12497                 | 11257                             | 1240      | 1                |                 |
| Next Read Date             | On Or About Apr 3     | 0, <b>2014</b> Total              | kWh Pur   | chased           | 1,240           |
| <b>Account Activit</b>     | у                     | Explanation                       |           | Charge           | Total           |
| Previous Balance           |                       |                                   |           | 320.22           |                 |
| Payments Recei             | ved - Thank You       | As of April 02, 2014              |           | -320.22          |                 |
| ·                          |                       | -                                 |           |                  | \$0.00          |
| New Charges                | Due by Apr 24, 20     | 14                                | Servi     | ce from Fe       | b 25 to Mar 25  |
| Basic Service Cl           | narge                 | - General Service 200 Rate        |           | 18.00            |                 |
| Energy Charge              |                       | 1,240 kWh @ \$.05847/kWh          |           | 72.51            |                 |
| Fuel Charge                |                       | 1,240 kWh @ \$.03910/kWh          |           | 48.48            |                 |
| Electric Service           | Cost                  |                                   |           | <b>\$</b> 138.99 |                 |
| Florida Gross Receipts Tax |                       | Based on \$138.99                 |           | 3.56             |                 |
| This Month's Cl            | harges                |                                   |           |                  | <b>\$142.55</b> |
|                            | Amount not paid by du | ie date may be assessed a late pa | yment cha | rge.             |                 |
| Late charge as of 03/26/14 |                       | On \$155.85                       |           | 5.00             |                 |
| Total Miscelland           | eous Charges          |                                   |           |                  | \$5.00          |

Customer Service - Business Hillsborough Co: 813.228.1010. All Other: 1.866.TECO.BIZ (866.832.6249)

RECEIVED

APR 0 4 2014

vate Hec a Hizzetta & Co., Inc.

APR 0.7 2014

To ensure prompt credit, please return stub portion of this bill with your payment. Make check payable to Tampa Electric.

800346

Account No. 0176 0305771

**New Charges** \$147.55 Payable by Apr 24

**Total Bill Amount** \$147.55

Mail Payment To: P.O. Box 31318 Tampa, FL 33631-3318

348M-00214 00214-1K44

**SOUTH SHORE CORP PK CDD** c/o RIZZETTA/ASSOCIATES 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390





715375

Visit our Web site at tampaelectric.com

### **April Billing Information:**

SOUTH SHORE CORP PK CDD

Account Number 0176 0310341

Statement Date Apr 02, 2014

\$5,00

\$278.30

3471-11739

Account No. 0176 0310341

**New Charges** 

\$278.30

Payable by Apr 24

**Total Bill Amount** \$278.30

351 30 ST NE RUSKIN FL 33570-0000

Explanation Charge **Total Account Activity** Previous Balance 556.60

-556.60 Payments Received - Thank You As of April 02, 2014

\$0.00 Service for 31 days from Feb 28 to Mar 31 New Charges Due by Apr 24, 2014 Lighting Service Items LS-T 6 Lights, 6 Poles 205.26 **Energy Flat Charge** 29.40 **Fuel Charge** 954 kWh @ \$.03872/kWh 36.96 Florida Gross Receipts Tax Based on \$66.36 1.68 This Month's Charges \$273.30

Amount not paid by due date may be assessed a late payment charge.

5.00 Late charge as of 03/26/14 On \$278.30

**Total Miscellaneous Charges Total Due** 

RECEIVED

APR 0 4 2014

Jate Reco Rizzett

)/M approva

Oate entered Fund (L

Check#

To ensure prompt credit, please return stub portion of this bill with your payment. Make check payable to Tampa Electric.

715375

Mail Payment To: P.O. Box 31318

Tampa, FL 33631-3318

3471-11739 11739-1049

SOUTH SHORE CORP PK CDD c/o RIZZETTA/ASSOCIATES 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390

7730

02 0176 0310341 0000278.30



Visit our Web site at tampaelectric.com 308M-00082

### **March Billing Information:**

SOUTH SHORE CORP PK CDD 351 30 ST NE RUSKIN FL 33570-0000

**Account Number** 1800 0042805

Statement-Bete Mar 27, 2014

800093

**Account Activity** Explanation **Total** Charge 5,470.18 Previous Balance Payments Received - Thank You As of March 27, 2014 -2,734.20**Total Past Due Amount** \$2,735.98 Service for 29 days from Feb 24 to Mar 25 New Charges Due by Apr 20, 2014 Lighting Service Items L5-1 80 Lights, 73 Poles 2,094.17 **Energy Flat Charge** 260.00 8,400 kWh @ \$.03872/kWh 325.60 **Fuel Charge** Florida Gross Receipts Tax Based on \$585.60 15.20 This Month's Charges \$2,694.97

> Amount not paid by due date may be assessed a late payment charge. @ 1.5% On \$2,735.98

Late charge as of 03/20/14

**Total Miscellaneous Charges** 

**Total Due** 

41.04

\$2,735.98 pd. 3/20 ->

MAR 3 1 2014

Jate Rec'd Hizzetta & Co/ Inc )/M approval ate entered GL<u>53100</u>00 430 fund  $(\Omega \Omega)$ 1500b #

To ensure prompt credit, please return stub portion of this bill with your payment. Make check payable to Tampa Electric.

800093

Account No. 1800 0042805

Past due Amount \$2,735.98 Pay now to avoid disconnection

TAMPA ELECTRIC

**New Charges** \$2,736.01 Payable by Apr 20

**Total Bill Amount** \$5,471.99

Mail Payment To: P.O. Box 31318 Tampa, FL 33631-3318

308M-00082 00082-1042

International the lateral data threshold in the SOUTH SHORE CORP PK CDD c/o RIZZETTA ASSOCIATES 3434 COLWELL AVE STE 200 TAMPA FL 33614-8390



# Tab 3

# SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT PAY REQUESTS PURSUANT TO CONSTRUCTION FUNDING AGREEMENT FOR BOARD RATIFICATION ON JUNE 4, 2014

| Payees                              | Description                             | Date    | Amount       |
|-------------------------------------|---|---------|--------------|
| Aurora Engineering, Hopping Green & | Project Improvements April 1, 2014 thru |         |              |
| Sams, RIPA & Associates & Ryan      | April 30, 2014                          | 4/30/14 | \$584,931.78 |
| Companies, Stantec and Statewide    | _                                       |         |              |

# SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT

District Office · 3434 Colwell Avenue · Suite 200 · Tampa, Florida 33614

# Construction Expenditures April 2014 For Board Approval

Attached please find the check register listing the Construction expenditures paid from April 1, 2014 through April 30, 2014. This does not include expenditures previously approved by the Board.

The total items being presented: \$584,931.78

| Approv | al of Expenditures: |
|--------|---------------------|
|        | Chairman            |
|        | Vice Chairman       |
|        | Assistant Secretary |

## **South Shore Community Development District**

## Paid Operation & Maintenance Expenses April 1, 2014 Through April 30, 2014

| Vendor Name                      | Check Number  | Invoice Number | Invoice Description                    | Inv | oice Amount |
|----------------------------------|---------------|----------------|--|-----|-------------|
| Aurora Civil Engineering, Inc.   | 10014         | 140228         | Professional Services Through 02/28/14 | \$  | 5,675.00    |
| Hopping Green & Sams             | 10015         | 74863          | Series 2013 Project 01/14              | \$  | 3,719.73    |
| RIPA & Associates, LLC           | 10016         | Pay App 5      | 30th Street Improvements               | \$  | 472,945.66  |
| Ryan Companies US, Inc.          | 041714 deduct | Pay App 7      | Employee Leasing                       | \$  | 9,920.00    |
| Stantec Consulting Services Inc. | 10017         | 773992         | PH 2 Inspection                        | \$  | 6,299.73    |
| Statewide Safety Services, LLC   | 10018         | Pay App 3      | South Shore Corporate Park             | \$  | 86,371.66   |
|                                  |               |                |  |     |             |
| Report Total                     |               |                |  | \$  | 584,931.78  |

Commonwealth Title of Dallas c/o Commonwealth Land Title Insurance Company Attn: Beverly Griesse 2651 N. Harwood Street, Suite 260 Dallas, Texas 75201

RELP Tampa, LLC Attn: David J. Buck 9830 Colonnade Blvd, Suite 600 San Antonio, TX 78230

Re: CDD Offsite Work Escrowed Funds funding request #6

Dear Mr. Buck and Ms. Griesse:

Attached hereto is an application showing an amount due of \$577,697.62. This application factors in the 10% retainage amount agreed upon in the Escrow Agreement (defined below). The attached schedule of values shows a total of \$3,862,173.03 completed to date.

Also attached hereto is a funding request pursuant to that certain Construction Funding Agreement Between the South Shore Park Industrial Community Development District, South Shore Corporate Park, LLC and RELP Tampa, LLC (the "Funding Agreement") for services rendered and expenses incurred by the South Shore Park Industrial Community Development District (the "District") in constructing the Project Improvements as defined therein for the month of November 2013. All required certifications and lien releases are attached.

As required by the Escrow Agreement between South Shore Corporate Park, LLC, RELP Tampa, LLC, Inland American Real Estate Trust, Inc. and Commonwealth Land Title Insurance Company (the "Escrow Agreement"), this letter shall serve as Developer's certification of the following information:

• To the best of my knowledge the CDD and CDD's Contractor are in compliance with all material terms and conditions contained in the CDD Construction Contract without a default by either party and that the CDD Construction Contract has not been amended or altered without prior notice to and written consent from RELP. Confirmation of compliance with said material terms and conditions contained in the CDD Construction Contract includes, but is not be limited to, confirmation that: (i) the construction of the CDD Offsite Work is proceeding in a timely manner so that they will be completed on or before the completion dates contained in the CDD Construction Contract; (ii) there are no existing or projected cost overruns that would require a material change order to the CDD Construction Contract or create additional expenses which would exceed the Budget; (iii) all insurance required under the CDD Construction Contract is in full force and effect and

that all additional insured under the CDD Construction Contract are included in said insurance policies and/or coverage; and (iv) that the payment and performance bonds required under the CDD Construction Contract have been provided to the CDD and are in full force and effect with dual obligee rider in favor of RELP.

- The CDD Offsite Work Draw request from CDD pursuant to the Funding Agreement is
  equal to that amount required by the CDD to satisfy the payment requested by the CDD's
  Contractor less any retainage required under the CDD Construction Contract.
- The CDD and/or the CDD's Contractor has obtained waivers and releases of lien from all
  contractors (including the CDD Contractor), subcontractors, material suppliers or persons
  having provided notice to owner or otherwise entitled to lien rights under Chapter 713,
  Florida Statutes, in connection with any request for progress payment or for final
  payment in a form consistent with Section 713.20, Florida Statutes

If you have any questions regarding the above, please feel free to call.

Sincerely,

South Shore Corporate Park, LLC

By:

Ryan Companies US, Inc It's Managing Member

By:

Name: Douglas J. Dieck Title: Vice President

cc: Tim Gray – South Shore Corporate Park, LLC.
Audra Williams - Ryan Companies US, Inc.
Jonathan Johnson – Hopping Green & Sams, P.A.
Jim Condon – Seefried Industrial Properties
Cassie Ross – Golden Steves Cohen & Gordon, LLP

# SOUTH SHORE CORPORA<sup>5</sup>TE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

April 4, 2014 Sent via E-mail

South Shore Corporate Park, LLC Attn: Timothy M. Gray 50 South 10<sup>th</sup> Street, Suite 300 Minneapolis, MN 55403 RELP Tampa, LLC Attn: David J. Buck 9830 Colonnade Blvd, Suite 600 San Antonio, TX 78230

Commonwealth Title of Dallas c/o Commonwealth Land Title Insurance Company Attn: Beverly Griesse 2651 N. Harwood Street, Suite 260 Dallas, Texas 75201

> Re: South Shore Corporate Park Industrial Community Development District Funding Request Pursuant to Construction Funding Agreement (April 4, 2014)

Dear Mr. Gray, Mr. Buck and Ms. Griesse:

This is a funding request pursuant to that certain Construction Funding Agreement Between the South Shore Park Industrial Community Development District, South Shore Corporate Park, LLC and RELP Tampa, LLC (the "Funding Agreement") for services rendered and expenses incurred by the South Shore Park Industrial Community Development District (the "District") in constructing the Project Improvements as defined therein through the month of March 31, 2014. Capitalized terms used, but not otherwise defined, herein shall have the same meaning ascribed to such terms in the Funding Agreement.

The invoices of the expenses for which funds are requested are attached. A summary of those expenses is as follows:

| <u>Payee</u>                                  | <u>Total</u> |
|---|--------------|
| Aurora Civil Engineering, Inc.                | \$5,675.00   |
| Hopping Green & Sams Inv. 74863               | \$3,719.73   |
| RIPA and Associates, LLC – Pay Application 5  | \$472,945.66 |
| Ryan Companies US Inc. – Pay Application 7    | \$9,920.00   |
| Stantec Inv. 773992                           | \$6,299.73   |
| Statewide Safety Services – Pay Application 3 | \$86,371.66  |

TOTAL \$584,931.78

By execution of this letter, the following certifications are made to South Shore Corporate Park, LLC ("Landowner") and RELP Tampa, LLC ("RELP") by the District:

- i. The District has entered into that certain *EJCDC Standard Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* (the "Construction Agreement") with RIPA & Associates ("RIPA") for the professional construction of the Project Improvements.
- ii. Neither the District nor RIPA has defaulted on the Construction Agreement;
- iii. The District is in compliance with all the Construction Agreement's material terms and conditions, including that: (i) the construction of the Project Improvements is proceeding in a timely manner so that they will be completed on or before the completion date(s) as defined in the Construction Agreement; (ii) there are no existing or projected cost overruns that would require a material change order to the Construction Agreement or create additional expenses which would exceed the Project Cost Estimate; (iii) all insurance required under the Construction Agreement is in full force and effect and that all additional insured under the Construction Agreement are included in said insurance policies and/or coverages; (iv) the payment and performance bond(s) required under the Construction Contract have been provided to the District and are in full force and effect; and (v) the work is proceeding in accordance with all applicable laws, ordinances, rules and regulations and the requirements of that certain *Economic Development Transportation Project Fund Agreement (Off-System)* by and between the District and the Florida Department of Transportation ("FDOT") (the "EDTF Agreement");
- iv. The District has neither defaulted nor is there any event or condition that could give rise to a default by the District in connection with the EDTF Agreement including, without limitation, any applicable deadlines in the EDTF Agreement related to either the design or construction of the Project Improvements;
- v. The District is (or will be) making applications for funding to FDOT in accordance with the EDTF Agreement; and
- vi. At this time, it has received \$592,232.76 funds from FDOT under the EDTF Agreement; pursuant to the EDTF Agreement \$592,232.76 of such funds have been provided to RELP.

If you have any questions regarding the above, please feel free to call.

South Shore Corporate Park Industrial Community

Development District c/o District Manager

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614

### **Enclosures**

cc: Audra Williams - Ryan Companies US, Inc.
Jonathan Johnson - Hopping Green & Sams, P.A.
Jim Condon - Seefried Industrial Properties
Cassie Ross - Golden Steves Cohen & Gordon, LLP

### APPLICATION FOR PAYMENT

| TO: |           | Commonwealth Titl<br>2651 North Harwood<br>Dallas, TX 75201<br>Attention: Beverly (<br>RELP Tampa, LLC<br>9830 Colonnade Bl<br>San Antonio, TX 78<br>Attention: David J | d Street, Suite 2<br>Griesse<br>vd, Suite 600<br>2330 | 260  |          |        |                |
|-----|-----------|---|---|------|----------|--------|----------------|
| FRC | DM:       | South Shore Corpo<br>50 South Tenth Stre<br>Minneapolis, MN 55  | eet, Suite 300  |      |          |        |                |
| PRO | DJECT:    | CDD Offsite Work I  | Escrowed Funds  |      | <u>-</u> |        |                |
| PAY | MENT RE   | QUEST NO:   | Six   |      |          |        |                |
| PEF | RIOD:     | 1-Mar   | , 2014  | to   | 31-Mar   | , 2014 |                |
| STA | TEMENT    | OF CONTRACT ACC   | DUNT:   |      |          |        |                |
| 1   | Original  | Contract Amount:  |   |      |          | \$     | 5,649,380.00   |
| 2   | Approve   | d Change Order Nos.   |   | thru |          | -      |                |
| 3   | Adjusted  | d Contract Amount:  |   |      |          | 1      | \$5,649,380.00 |
| 4   | Value of  | Work Completed to D   | ate:  |      |          | _\$    | 3,862,173.03   |
| 8   | Less Am   | nount Retained:   | 10%   |      |          | \$     | (386,217.30)   |
| 9   | Total Le  | ss Retainage:   |   |      |          | \$     | 3,475,955.73   |
| 10  | Total Pre | eviously Certified (Ded   | uct)  |      |          | \$     | 2,898,258.11   |
| 11  | AMOUN     | T DUE THIS REQUES   | ST  |      |          | \$     | 577,697.62     |
|     |           |   |   |      |          |        |                |

**EXHIBIT D Continuation Sheet** 

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT

Escrow Account: CDD Offsite Work Escrowed Funds

APPLICATION NUMBER:

APPLICATION DATE: PERIOD FROM: 3/31/2014 3/1/2014

3/31/2014

| Α    | В  | С            |          |              |        |            |        | D          |     | E            | Т             | F               |    | G              | 1     | Н                             | Г        | 1          |
|------|--|--------------|----------|--------------|--------|------------|--------|------------|-----|--------------|---------------|-----------------|----|----------------|-------|-------------------------------|----------|------------|
|      | " "                                      |              |          |              |        |            |        | ٧          | VOR | K COMPLETE   | D             |                 | Тс | otal Completed |       | Balance                       | Т        | Retainage  |
| ITEM | DESCRIPTION OF WORK                      | ORIGINAL     | .        | CHANGED      | CU     | RRENT      | Pre    | evious     |     | This A       | pplica        | ation           | 1  | and Stored     | %     | To Finish                     | l        |            |
| No.  |  | VALUE        |          | VALUES       | l v    | 'ALUE      | Appl   | lications  | W   | ork in Place | St            | tored Materials | 1  | To Date        | (G/C) | (C-G)                         | l        |            |
|      | L.                                       |              |          |              |        |            |        |            |     |              |               | not in D or E)  |    | (D+E+F)        | (3,3) | (0 0)                         | l        |            |
| 1    | 30th St - RIPA                           | \$ 1,899,649 | .45      |              | \$ 1,8 | 399,649.45 | \$ 1,0 | 353,838.37 | \$  | 380,013.08   |               | -               | \$ | 1,733,851,45   | 53%   | \$ 165,798.00                 | s        | 173,385,15 |
| 2    | 33rd & Shell Pt - RIPA                   | \$ 1,779,289 | .20      |              | \$ 1.7 | 779,289.20 | \$ 1,0 | 060,448.10 | \$  | 134,982.10   | \$            | -               | \$ | 1,195,430,20   | 48%   |                               | s        |            |
| 3    | Signal - 30th & Shell Pt - RIPA          | \$ 320,000   | .00 \$   | (309,100.15) | \$     | 10,899.85  | \$     | 10,899.85  | \$  | -            | \$            | -               | s  | 10.899.85      | 48%   |                               |          | 1,089.99   |
| 4    | Signal - 30th & Laurel Ridge - RIPA      | \$ 111,000   | .00 \$   | (95,935.41)  | \$     | 15,064.59  | \$     | 15,064.59  | \$  | -            | \$            | •               | \$ | 15,064.59      | 48%   | , ,                           |          | 1,506.46   |
| 5    | Irrigation - RIPA                        | \$ 53,500    | .00      |              | \$     | 53,500.00  | \$     | 13,650.00  | \$  | 10,500.00    | \$            | -               | \$ | 24,150.00      | 26%   |                               |          |            |
|      |  | \$ 4,163,438 | .65 \$   | (405,035.56) | \$ 3,7 | 758,403.09 | \$ 2,4 | 453,900.91 | \$  | 525,495.18   | \$            | -               | \$ | 2,979,396.09   |       | \$ 779,007.00                 |          | 297,939.61 |
|      |  | l_           | ١.       |              |        |            |        |            |     |              |               |                 |    |                | l     |                               |          |            |
| _    | Signal - Performance and Payment Bond    | \$           | -  \$    | 12,050.65    |        | 12,050.65  |        | 12,050.65  |     | -            | \$            | -               |    | \$12,050.65    | 48%   | \$ -                          | \$       | 1,205.07   |
| 6    | Signal - 30th & Shell Pt - STATEWIDE     | \$           | -   \$   | 299,671.84   | I      | 299,671.84 |        | 91,532.30  |     | 28,762.98    |               | 46,727.15       | \$ | 167,022.43     | 33%   | \$ 132,649.41                 | \$       | 16,702.24  |
|      | Signal - 30th & Laurel Ridge - STATEWIDE | \$           | -  \$    | 96,184.99    | _      | 96,184.99  |        | 49,539.72  |     | 15,286.47    | \$            | -               | \$ | 64,826.19      | 51%   | \$ 31,358.80                  | \$       | 6,482.62   |
|      |  | \$           | -  \$    | 407,907.48   | \$ 4   | 107,907.48 | \$ 1   | 153,122.67 | \$  | 44,049.45    | \$            | 46,727.15       |    | \$243,899.27   |       | \$ 164,008.21                 | \$       | 24,389.93  |
| 6    | Design - STANTEC                         | \$ 640,941   | 00 8     | (104,091.46) | \$ 5   | 536,849.54 | ¢ ,    | 437,290,77 | •   | 6.299.73     |               |                 | s  | 443,590.50     | 67%   | £ 00.050.04                   |          | 44.050.05  |
| 7    | Project Management - RYAN                | \$ 230,000   | 1 '      |              |        | 230,000.00 | •      | 113,310.00 |     | 9,920.00     | 4 '           | -               | 9  | 123,230.00     | 44%   |                               | 1        | 44,359.05  |
| 8    | CDD Fees & Expenses                      | \$ 100,000   | 1 .      |              | į.     | 100.000.00 | •      | 62,662.44  |     | 3,719.73     | 1 '           | -               | 4  | 66,382.17      | 54%   |                               | 1        | 12,323.00  |
| 9    | CCEI - Aurora Civil Engineering          | s            | .   \$   | 16,200.00    | L      | 16,200.00  | •      | 02,002,44  | 9   | 5,675.00     | 1 -           | -               | ٦  | 5,675.00       | 35%   |                               |          | 6,638.22   |
|      | Contingency                              | \$ 515,000   | .35   \$ |              | 1 -    | 500,019.89 | -      |            | 6   | 3,373.00     | ٦             | -               |    | 5,675.00       | 35%   | \$ 10,525.00<br>\$ 600,019.89 | ٦        | 567.50     |
|      |  | \$ 5,649,380 | _        |              |        | 349,380.00 |        | 220,286,79 | 6   | 595,159.09   | <del>اڈ</del> | 46,727.15       | 6  | 3,862,173.03   | 68%   |                               | <u>_</u> | 386,217.30 |

AIA Document G703 CONTINUATION SHEET APRIL 1978 EDITION AIA 1978 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

| TO OWNER South Shore Corporate   | PROJECT: 30th St. Improvements                      | APPLICATION NO: 5   | Distribution to:   |  |  |
|--|---|---|--|--|--|
| Park Industrial CDD  | Ruskin, FL  |   | OWNER  |  |  |
| 3434 Colwell Ave, Ste 200  |   |   | ARCHITECT  |  |  |
| Tampa, FL 33614  |   | PERIOD TO: 03/31/14   | CONTRACTOR   |  |  |
| FROM CONTRACTOR:   | VIA ENGINEER:                                       |   |  |  |  |
| RIPA & Associates, LLC   | Stantec   |   |  |  |  |
| 1409 Tech Blvd, Suite 1<br>Tampa, FL 33619   | 2205 North 20th Street<br>Tampa, FL 33605           | PROJECT NOS: 01-1484A   |  |  |  |
| CONTRACT FOR:  | Tampa, FL 33003                                     | CONTRACT DATE:  | RA140372   |  |  |
| CONTRACT SUM TO DATE (Line 1 ± 2)     TOTAL COMPLETED & STORED TO DATE (Column G on G703)     RETAINAGE:     10 % of Completed Work (Column D + E on G703)     % of Stored Material (Column F on G703) | \$ 3,758,403.09<br>\$ 2,979,396.09                  | By:  Jomus Smith, Project Manager  State of: Florida  Subscribed and sworn to before me this 24 day of  Notary Public:  My Commission expires: 1/25/2015  |  |  |  |
| Total Retainage (Lines 5a + 5b or  |   |   | MCE 1016 Expires 1/25/2015   |  |  |
| Total in Column 1 of G703)  5. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)                                       | \$ 297,939.61<br>\$ 2,681,456.48<br>\$ 2,208,510.82 | ENGINEER'S CERTIFICATE In accordance with the Contract Documents, based of comprising the application, the Engineer certifies to Engineer's knowledge, information and belief the With the quality of the Work is in accordance with the Co | on on-site observations and the data the Owner that to the best of the 'ork has progressed as indicated. |  |  |
| CURRENT PAYMENT DUE     BALANCE TO FINISH, INCLUDING RETAINA<br>(Line 3 less Line 6)   | AGE \$ 472,945.66<br>1,076,946.61                   | is entitled to payment of the AMOUNT CERTIFIED  | 945.66   |  |  |

Total changes approved in previous months by Owner \$405.035.56 Total approved this Month \$0.00 TOTALS \$0.00 \$405,035.56 NET CHANGES by Change Order (\$405,035.56)

Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ENGINEER: Stantee Consulting Services Inc.

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA 01992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

### APPLICATION FOR PAYMENT

PAY APP

5

FROM

TO

03/01/14 03/31/14

RIPA & ASSOCIATES PROJECT # 01-1484

CONTRACT SUM TO DATE TOTAL TOTAL DESCRIPTION OF WORK BASE **ESTIMATED QUANTITY** WORK IN ITEM WORK IN PERCENT CONTRACT PLACE PLACE COMPLETE NO. QTY PREV. TOTAL THIS TO PRICE VALUE ESTIMATE ESTIMATE **ESTIMATE** PERIOD DATE **GENERAL CONSTRUCTION - SHELL POINT 33RD** MOBILIZATION 1.00 LS 16.500.00 16,500.00 0.00 0.85 0.85 \$0.00 \$14,025.00 85% MAINTENANCE OF TRAFFIC 1.00 LS 14,500.00 14,500.00 0.00 0.75 0.75 \$0.00 \$10,875.00 75% **EROSION CONTROL** 1.00 LŞ 15.000.00 15,000,00 0.10 0.80 0.90 \$1,500.00 \$13,500.00 90% **GEOTECHNICAL & MATERIAL TESTING** 1.00 LS 16,000,00 16.000.00 0.00 0.65 0.65 \$0.00 \$10,400.00 65% **CLEARING & GRUBBING** 1.00 LS 26,500,00 26,500.00 0.00 1.00 1,00 \$0.00 \$26,500.00 100% PAYMENT & PERFORMANCE BOND 1.00 LS 26.000.00 26,000.00 0.00 1.00 1.00 \$0.00 \$26,000,00 100% 2 YEAR MAINTENANCE BOND 1.00 LS 2,950.00 2,950.00 0.00 0.00 0.00 \$0.00 \$0.00 0% CONST. STAKEOUT / RECORD SURVEY 1.00 LS 27,500.00 27,500.00 0.10 0.60 0.70 \$2,750,00 \$19,250.00 70% TOTAL GENERAL CONSTRUCTION - SHELL POINT 33RD 144,950.00 4.250.00 120,550.00 **ROADWAY CONSTRUCTION - SHELL POINT 33RD** DEMOLITION 1.00 LS 13.000.00 13,000.00 0.00 0.50 0.50 \$0.00 \$6,500.00 50% 12" STABILIZED SUBGRADE (LBR-40) 14,608.00 SY 5.95 86,917.60 7304.00 7304.00 14608.00 \$43,458.80 \$86,917.60 100% 3 SOD 15,090.00 SY 2.10 31,689.00 0.00 9000.00 9000.00 \$0.00 \$18,900.00 1" TYPE FC-9.5 FRICTION COURSE (SHELL POINT) 9,111.00 SY 5.70 51,932.70 0.00 0.00 0.00 \$0.00 \$0.00 0% 2" TYPE FC-12.5 STRUCTURAL COURSE (SHELL PC 8.081.00 SY 9.75 78,789.75 0.00 1200.00 1200.00 \$0.00 \$11,700.00 15% 3" TYPE SP-12.5 ASPHALT (2 LIFTS) 33RD STREET 6.083.00 SY 15.25 92,765.75 0.00 0.00 0.00 \$0.00 \$0.00 0% HANDICAPPED RAMP WIDOMES 3.00 EΑ 880.00 2,640.00 0.00 0.00 0.00 \$0.00 \$0.00 0% TYPE "F" CURB W\ STABILIZATION 5,700.00 LF 11.70 66,690,00 3200.00 2500.00 5700.00 \$37.440.00 \$66,690.00 100% TYPE "E" CURB W\ STABILIZATION 180.00 LF 17.10 3.078.00 0.00 180.00 180,00 \$0.00 \$3,078.00 100% 10 DROP CURB WI STABILIZATION 92.00 LF 16.50 1,518,00 0.00 0.00 0.00 \$0.00 \$0.00 d% 11 8.5' CONCRETE TRAFFIC SEPARATOR 470.00 LF 58.00 27,260.00 0.00 470.00 470,00 \$0.00 \$27,260.00 100% 5' X 4" CONCRETE SIDEWALK 2,592,00 LF 15.60 40,435.20 0.00 0.00 0.00 \$0.00 \$0.00 0% 13 10" CRUSHED CONCRETE BASE 14,164.00 SY 14.20 201,128.80 0.00 7000.00 7000.00 \$0.00 \$99,400.00 49% MILL EXISTING ASPHALT 1" 1,030.00 SY 2.50 2,575.00 0.00 0.000.00 \$0.00 \$0,00

### APPLICATION FOR PAYMENT

PAY APP

5

FROM TO 03/01/14 03/31/14

RIPA & ASSOCIATES PROJECT # 01-1484

|             | #                                       | 1              |      |               |             | CONTRACT         | SUM TO DA         | TE                | *************************************** |                           | ~                  |
|-------------|---|----------------|------|---------------|-------------|------------------|-------------------|-------------------|---|---------------------------|--------------------|
| ITEM<br>NO. | DESCRIPTION OF WORK                     |                |      | CONTI         | ISE<br>RACT | ES               | STIMATED QU       | ANTITY            | TOTAL<br>WORK IN<br>PLACE               | TOTAL<br>WORK IN<br>PLACE | PERCENT<br>COMPLET |
|             |   | QTY            | UNIT | UNIT<br>PRICE | VALUE       | THIS<br>ESTIMATE | PREV.<br>ESTIMATE | TOTAL<br>ESTIMATE | THIS PERIOD                             | TO<br>DATE                |                    |
| 15          | EXCAVATION                              | 2,500.00       | CY   | 21.25         | 53,125.00   | 0.00             | 2500.00           | 2500.00           | \$0.00                                  | \$53,125.00               | 100%               |
| 16          | EMBANKMENT                              | 12,220.00      | CY   | 4.70          | 57,434.00   | 0.00             | 12220.00          | 12220.00          | \$0.00                                  | \$57,434.00               | 100%               |
| 17          | SIGNAGE & STRIPING                      | 1.00           | LS   | 70,000.00     | 70,000.00   | 0.00             | 0.00              | 0.00              | \$0.00                                  | \$0.00                    | 0%                 |
|             | OTAL ROADWAY CONSTRUCTION - SHELL POINT | 33RD           |      |               | 880,978.80  |                  |                   |                   | 80,898.80                               | 431,004.60                |                    |
|             | STORM - SHELL POINT 33RD                | <del>   </del> |      |               |             |                  |                   |                   |   |                           |                    |
| 1           | 15" CLASS III RCP STORM                 | 24.00          | LF   | 230.00        | 5,520.00    | 0.00             | 24.00             | 24.00             |   |                           |                    |
| 2           | 18" CLASS III RCP STORM                 | 480.00         | LF   | 38.50         | 18,480.00   | 0.00             | 480.00            | 24.00             | \$0.00                                  | \$5,520.00                | 100%               |
| 3           | 48" CLASS III RCP STORM                 | 412.00         | LF   | 110.00        | 45,320.00   | 0.00             | 412.00            | 480.00            | \$0.00                                  | \$18,480.00               | 100%               |
| 4           | 54" CLASS III RCP STORM                 | 437.00         | LF   | 135.00        | 58.995.00   | 0.00             | 437.00            | 437.00            | \$0.00                                  | \$45,320.00               | 100%               |
| 5           | 60" CLASS III RCP STORM                 | 231.00         | LF   | 180.00        | 41,580.00   | 0.00             | 231.00            | 231,00            | \$0.00                                  | \$58,995.00               | 100%               |
| 6           | 66" CLASS III RCP STORM                 | 1.086.00       | LF   | 205.00        | 222,630.00  | 0.00             | 1086.00           | 1086.00           | \$0.00                                  | \$41,580.00               | 1 00%              |
| 7           | 72" CLASS III RCP STORM                 | 112.00         | LF   | 240.00        | 26.880.00   | 0.00             | 112.00            | 112.00            | \$0.00                                  | \$222,630.00              | 100%               |
| 8           | 36" ADS N-12 STORM                      | 30.00          | LF   | 190.00        | 5,700.00    | 30.00            | 0.00              | 30.00             | \$5,700,00                              | \$26,880.00               | 100%               |
| 9           | STORM MANHOLE                           | 2.00           | EA   | 2,350.00      | 4,700.00    | 0.00             | 2.00              | 2.00              | \$0.00                                  | \$5,700,00<br>\$4,700,00  | 100%               |
| 10          | FDOT TYPE P-5 CURB INLET                | 8.00           | EA   | 3,750.00      | 30,000.00   | 0.00             | 8.00              | 8.00              | \$0.00                                  | \$30,000,00               | 100%<br>100%       |
| 11          | FDOT TYPE J-5 CURB INLET                | 7.00           | EA   | 5,250.00      | 36,750.00   | 0.00             | 7.00              | 7.00              | \$0.00                                  | \$36,750.00               | 100%               |
| 12          | FDOT TYPE P-6 CURB INLET                | 1.00           | EA   | 4,150.00      | 4,150.00    | 0.00             | 1.00              | 1.00              | \$0.00                                  | \$4,150.00                | 100%               |
| 13          | FDOT TYPE J-6 CURB INLET                | 2.00           | EA   | 6,200,00      | 12,400.00   | 0.00             | 2.00              | 2.00              | \$0.00                                  | \$12,400.00               | 100%               |
| 14          | TYPE D/J GRATE INLET                    | 2.00           | EA   | 4,450.00      | 8,900.00    | 0.00             | 2.00              | 2.00              | \$0.00                                  | \$8,900.00                | 100%               |
| 15          | TYPE D GRATE INLET                      | 1.00           | EA   | 3,850.00      | 3,850.00    | 0.00             | 1.00              | 1.00              | \$0.00                                  | \$3,850.00                | 100%               |
| 16          | 72" RCP MES                             | 1.00           | EA   | 15,000.00     | 15,000.00   | 0.00             | 1.00              | 1.00              | \$0.00                                  | \$15,000.00               | 100%               |
| 17          | 6" UNDERDRAIN (FINE AGGREGATE)          | 4,500.00       | LF   | 11.65         | 52,425.00   | 1350.00          | 0.00              | 1350.00           | \$15,727.50                             | \$15,727.50               | 30%                |
| 18          | UNDERDRAIN CLEANOUT                     | 37.00          | EA   | 190.00        | 7,030.00    | 11.10            | 0.00              | 11.10             | \$2,109.00                              | \$2,109.00                | 30%                |
| -           | TOTAL STORM - SHELL POINT 33RD          |                |      |               | 500,310.00  |                  |                   |                   | 23,536.50                               | 558,691.50                |                    |
| -           | WATERMAIN - SHELL POINT 33RD            |                | +    |               | !           |                  |                   |                   |   |                           |                    |

3

### APPLICATION FOR PAYMENT

PAY APP

5

FROM

03/01/14 03/31/14

RIPA & ASSOCIATES PROJECT # 01-1484

|      |                                       | 1        |          |               |              | CONTRACT         | SUM TO DA         | TE                |                           | *1                        |         |
|------|---------------------------------------|----------|----------|---------------|--------------|------------------|-------------------|-------------------|---------------------------|---------------------------|---------|
| ITEM | DESCRIPTION OF WORK                   |          | December | CONTE         | SE<br>VACT   | ES               | STIMATED QU       | ANTITY            | TOTAL<br>WORK IN<br>PLACE | TOTAL<br>WORK IN<br>PLACE | PERCENT |
| NO.  |                                       | QTY      | UNIT     | UNIT<br>PRICE | VALUE        | THIS<br>ESTIMATE | PREV.<br>ESTIMATE | TOTAL<br>ESTIMATE | THIS<br>PERIOD            | TO<br>DATE                |         |
| 1    | 6" DIP WATER MAIN                     | 60.00    | LF       | 25.85         | 1,551.00     | 60.00            | 0.00              | 60.00             | \$1,551.00                | \$1,551.00                | 100%    |
| 2    | 8" DIP WATER MAIN                     | 264.00   | LF       | 43.95         | 11,602.80    | 264.00           | 0.00              | 264.00            | \$11,602.80               | \$11,602.80               | 100%    |
| 3    | 8" MJ TEE                             | 2.00     | EA       | 365,00        | 730.00       | 2.00             | 0.00              | 2.00              | \$730.00                  | \$730.00                  | 100%    |
| 4    | FIRE HYDRANT ASSEMBLY                 | 2.00     | EA       | 3,850.00      | 7,700.00     | 2.00             | 0.00              | 2.00              | \$7,700.00                | \$7,700.00                | 100%    |
| 5    | 6" JOINT RESTRAINTS                   | 60.00    | LF       | 6.25          | 375.00       | 60.00            | 0.00              | 60.00             | \$375.00                  | \$375.00                  | 100%    |
| 6    | 8" JOINT RESTRAINTS                   | 80.00    | LF       | 7.10          | 568.00       | 80.00            | 0.00              | 80.00             | \$568.00                  | \$568.00                  | 100%    |
| 7    | 6" GATE VALVE ASSEMBLY                | 1.00     | EA       | 830.00        | 830.00       | 1.00             | 0.00              | 1.00              | \$830.00                  | \$830.00                  | 100%    |
| 8    | 8" GATE VALVE ASSEMBLY                | 1.00     | EA       | 1,150.00      | 1,150.00     | 1.00             | 0.00              | 1.00              | \$1,150.00                | \$1,150.00                | 100%    |
| 9    | 8" MJ CAP                             | 1.00     | EA       | 190.00        | 190.00       | 1.00             | 0.00              | 1.00              | \$190.00                  | \$190.00                  | 100%    |
| 10   | PERMANENT BLOWOFF ASSEMBLY            | 1.00     | EA       | 1,600,00      | 1,600.00     | 1.00             | 0.00              | 1.00              | \$1,600.00                | \$1,600.00                | 100%    |
| 11   | CHLORINATION & PRESSURE TESTING       | 1.00     | LS       | 1,500.00      | 1,500.00     | 0.00             | 0.00              | 0.00              | \$0.00                    |                           |         |
|      | TOTAL WATERMAIN - SHELL POINT 33RD    |          |          |               | 27,796.80    | 0.00             | 0.00              | 0.00              | 26,296.80                 | \$0.00                    | 0%      |
|      |                                       |          |          |               |              |                  |                   |                   |                           |                           |         |
|      | WASTE WATER - SHELL POINT 33RD        |          |          |               |              |                  |                   | -                 |                           |                           |         |
| 1    | 8" PVC C900 DR 18 (18'-20' CUT)       | 446.00   | LF       | 77.55         | 34,587.30    | 0.00             | 446.00            | 446.00            | \$0.00                    | \$34,587.30               | 100%    |
| 2    | 5' DIA SANITARY MANHOLE (18'-20' CUT) | 2.00     | EA       | 6,650.00      | 13,300.00    | 0.00             | 2.00              | 2.00              | \$0.00                    | \$13,300.00               | 100%    |
| 3    | CONNECT TO EXISTING MANHOLE           | 1.00     | EA       | 11,000.00     | 11,000.00    | 0.00             | 1.00              | 1.00              | \$0.00                    | \$11,000.00               | 100%    |
|      | TOTAL WASTE WATER - SHELL POINT 33RD  |          |          |               | 58,887.30    |                  |                   |                   | 0.00                      | 58,887.30                 | 10076   |
| -    | LANDSCAPING - SHELL POINT 33RD        |          |          |               |              |                  |                   |                   |                           |                           |         |
| 1    | LANDSCAPING                           | 1.00     | LS       | 9,200.00      | 9,200.00     | 0.00             | 2.00              | 0.00              | 60.00                     | 20.05                     |         |
| 2    | SODDING - LANDSCAPING                 | 9,603.00 | SY       | 2.10          | 20,166.30    | 0.00             | 0.00              | 0.00              | \$0.00                    | \$0.00                    | 0%      |
| 3    | WETLAND MITIGATION                    | 1.00     | LS       | 37.000.00     | 37,000.00    | 0.00             | 0.00              | 0.00              | \$0.00                    | \$0.00                    | 0%      |
|      | TOTAL LANDSCAPING - SHELL POINT 33RD  | 1.00     | -        | 57,000.00     | 66,366,30    | 0.00             | 0.00              | 0.00              | \$0.00                    | \$0.00                    | 0%      |
|      |                                       |          | 1        |               | 00,300.30    |                  |                   |                   | 0.00                      | 0.00                      | -       |
|      | SUBTOTAL SHELL POINT 33RD             |          |          |               | 1,779,289.20 |                  |                   | -                 | 134,982.10                | 1,195,430.20              |         |

4

### APPLICATION FOR PAYMENT

PAY APP FROM

õ 03/01/14

TO

|             | RIPA & ASSOCIATES PROJECT # 01-1484 |              |              |               |             |                  |                   |                   | TO                        | 03/31/14                   |                     |
|-------------|-------------------------------------|--------------|--------------|---------------|-------------|------------------|-------------------|-------------------|---------------------------|----------------------------|---------------------|
|             |                                     |              |              |               |             | CONTRAC          | F SUM TO DA       | ATE               |                           |                            |                     |
| ITEM<br>NO. | DESCRIPTION OF WORK                 | OTV          |              | CONT          | ASE<br>RACT |                  | STIMATED QU       |                   | TOTAL<br>WORK IN<br>PLACE | TOTAL<br>WORK IN<br>PLACE  | PERGENT<br>COMPLETE |
|             |                                     | QTY          | UNIT         | UNIT<br>PRICE | VALUE       | THIS<br>ESTIMATE | PREV.<br>ESTIMATE | TOTAL<br>ESTIMATE | THIS<br>PERIOD            | TO<br>DATE                 |                     |
|             | SIGNALIZATION                       | <del> </del> | <del> </del> |               |             |                  | -                 |                   |                           |                            |                     |
| 1           | SIGNALIZATION SHELL POINT & 33RD    | 1.00         | LS           | 320,000.00    | 320,000.00  | 0.00             | 1.00              | 1.00              | \$0.00                    | \$320,000.00               | 1000                |
|             | TOTAL SIGNALIZATION                 |              |              |               | 320,000.00  | 0.00             | 1.00              | 1.00              | 0.00                      | 320,000.00                 | 100%                |
|             | GENERAL CONSTRUCTION - 30TH         |              | -            |               |             |                  |                   |                   |                           |                            |                     |
| 1           | MOBILIZATION                        | 1.00         | LS           | 3,300.00      | 3,300.00    | 0.00             | 0.95              | 0.95              | \$0.00                    | \$3,135.00                 | 95%                 |
| 2           | MAINTENANCE OF TRAFFIC              | 1.00         | LS           | 16,000.00     | 16,000.00   | 0.05             | 0.80              | 0.85              | \$800.00                  | \$13,600.00                | 85%                 |
| 3           | EROSION CONTROL                     | 1.00         | LS           | 27,000.00     | 27,000.00   | 0.10             | 0.80              | 0.90              | \$2,700.00                | \$24,300.00                | 90%                 |
| 4           | GEOTECHNICAL & MATERIAL TESTING     | 1.00         | LS           | 25,000.00     | 25,000.00   | 0.10             | 0.75              | 0.85              | \$2,500,00                | \$21,250.00                | 85%                 |
| 5           | CLEARING & GRUBBING (BURN ONSITE)   | 1.00         | LS           | 26,500.00     | 26,500.00   | 0.00             | 1.00              | 1.00              | \$0.00                    | \$26,500.00                | 100%                |
| 6           | PAYMENT & PERFORMANCE BOND          | 1.00         | LS           | 20.500.00     | 20,500.00   | 0.00             | 1.00              | 1.00              | \$0.00                    | \$20,500,00                | 100%                |
| 7           | 2 YEAR MAINTENANCE BOND             | 1,00         | LS           | 2,350.00      | 2,350.00    | 0.00             | 0.00              | 0.00              | \$0.00                    | \$0.00                     | d%                  |
| 8           | CONST. STAKEOUT / RECORD SURVEY     | 1.00         | LS           | 37,500.00     | 37,500.00   | 0.15             | 0.75              | 0.90              | \$5.625.00                | \$33,750.00                | 90%                 |
|             | TOTAL GENERAL CONSTRUCTION - 30TH   |              |              |               | 158,150.00  |                  |                   |                   | 11,625.00                 | 143,035.00                 | 0078                |
| i           | ROADWAY CONSTRUCTION - 30TH         | -            |              |               |             |                  |                   |                   |                           |                            |                     |
| 1           | DEMOLITION                          | 1.00         | LS           | 13,000.00     | 13,000.00   | 0.25             | 0,50              | 0.75              | \$2.0E0.0D                | #0.750.00                  |                     |
| 2           | 12" STABILIZED SUBGRADE (LBR-40)    | 16,241.00    | SY           | 7.00          | 113,687,00  | 0.00             | 16241.00          | 16241.00          | \$3,250.00                | \$9,750.00<br>\$113,687.00 | 75%                 |
| 3           | 1" TYPE FC-9.5 ASPHALT              | 21.884.00    | SY           | 5.70          | 124,738.80  | 10942.00         | 0.00              | 10942.00          | \$62,369,40               | \$62,369.40                | 100%                |
| 4           | 1 1/2" TYPE SP-9.5 ASPHALT          | 4,106.00     | SY           | 7.35          | 30,179.10   | 0.00             | 4106.00           | 4106.00           | \$0.00                    | \$30,179.10                | 50%<br>100%         |
| 5           | 2" TYPE SP-12.5 ASPHALT             | 10,555.00    | SY           | 9.75          | 102,911.25  | 1555.00          | 9000.00           | 10555.00          | \$15,161,25               | \$102,911,25               | 100%                |
| 6           | 10" CRUSHED CONCRETE BASE           | 10,555.00    | SY           | 13.80         | 145,659.00  | 1555.00          | 9000.00           | 10555.00          | \$21,459.00               | \$145,659.00               | 100%                |
| 7           | 8" CRUSHED CONCRETE BASE            | 4.106.00     | SY           | 13.10         | 53,788.60   | 0.00             | 4106.00           | 4106.00           | \$0.00                    | \$53,788,60                | 100%                |
| В           | MILL EXISTING ASPHALT 1*            | 7,223.00     | SY           | 3.20          | 23,113.60   | 0.00             | 0.00              | 0.00              | \$0.00                    | \$0.00                     | 0%                  |
| 9           | 5' ADA HANDICAPPED RAMP             | 2.00         | EA           | 880.00        | 1,760.00    | 2.00             | 0.00              | 2.00              | \$1,760.00                | \$1,760.00                 | 100%                |
| 10          | TYPE "F" CURB W\ STABILIZATION      | 5,750.00     | LF           | 11.45         | 65.837.50   | 575.00           | 5175.00           | 5750.00           | \$6,583.75                | \$65,837.50                | 100%                |

#### APPLICATION FOR PAYMENT

PAY APP

5

FROM TO 03/01/14

RIPA & ASSOCIATES PROJECT # 01-1484

CONTRACT SUM TO DATE TOTAL TOTAL DESCRIPTION OF WORK BASE **ESTIMATED QUANTITY** WORK IN WORK IN PERCENT ITEM CONTRACT PLACE PLACE COMPLETE NO. QTY **JUNIT** UNIT THIS PREV. TO PRICE VALUE ESTIMATE ESTIMATE **ESTIMATE** PERIOD DATE TYPE "E" CURB W\ STABILIZATION 5.419.00 LF 12.20 66,111.80 541.90 4877.10 5419.00 \$6,611.18 \$66,111.80 100% 5' X 4" CONCRETE SIDEWALK 5.495.00 LF 15.60 85,722.00 5495.00 0.00 5495.00 \$85,722.00 \$85,722.00 100% 13 SITE EXCAVATION & GRADING 38.900.00 CY 4.50 175,050.00 0.00 38900.00 38900.00 \$0.00 \$175,050,00 100% WETLAND DELETERIOUS SOILS REMOVAL 900.00 CY 6.15 5,535.00 0.00 900.00 900.00 \$0.00 \$5.535.00 100% 15 **GUARDRAIL** 195.00 LF 46.90 9,145.50 195.00 0.00 195.00 \$9,145.50 \$9,145,50 100% 16 SIGNAGE & STRIPING 1.00 LS 69.000.00 69,000.00 0.30 0.00 0.30 \$20,700.00 \$20,700,00 30% TOTAL ROADWAY CONSTRUCTION - 36TH 1.085.239.15 232,762.08 948,206.15 STORM SEWER - 30TH DEMO EXISTING STORM SEWER 170.00 LF 8.20 1,394.00 0.00 170.00 170.00 \$0.00 \$1,394.00 100% DEMO EXISTING STORM STRUCTURES 3.00 EA 580.00 1,740.00 0.00 3.00 3.00 \$0.00 \$1,740.00 100% 18" CLASS III RCP STORM LF 576.00 16,819.20 29.20 0.00 576.00 576.00 \$0.00 \$16,819.20 100% 4 24" CLASS III RCP STORM LF 1,576.00 39.65 62,488.40 0.00 1576.00 1576.00 \$0.00 \$62,488.40 100% 30" CLASS III RCP STORM 784.00 LF 48.35 37,906.40 0.00 784.00 784.00 \$0.00 \$37,906.40 100% 36" CLASS III RCP STORM 1.280.00 LF 69.30 88,704.00 0.00 1280.00 1280.00 \$0.00 \$88,704.00 100% 7 42" CLASS III RCP STORM 552.00 LF 83.80 46,257.60 0.00 552.00 552.00 \$0.00 \$46,257.60 100% 48" CLASS III RCP STORM 536.00 LF 115.00 61,640.00 0.00 536.00 536.00 \$0.00 \$61,640.00 100% 19" X 30" CLASS III ERCP STORM 9 LF 184.00 49.55 9,117.20 0.00 184.00 184.00 \$0.00 \$9,117.20 100% 10 FDOT TYPE P-5 CURB INLET 6.00 EΑ 5.900.00 35,400.00 0.00 6.00 6.00 \$0.00 \$35,400.00 100% 11 FDOT TYPE P-6 CURB INLET 5.00 | EA 6,250.00 31,250.00 0.00 5.00 5.00 \$0.00 \$31,250.00 100% TYPE C GRATE INLET 4.00 ΕÁ 1.650.00 6,600.00 0.00 4.00 4.00 \$0.00 \$6,600.00 100% 13 TYPE P MANHOLE 7.00 EΑ 2,350.00 16,450.00 0.00 7.00 7.00 \$0.00 \$16,450.00 100% TYPE J MANHOLE 14 3.00 EΑ 4,250.00 12,750.00 0.00 3.00 3.00 \$0.00 \$12,750.00 100% 15 CONCRETE FLUME 12.00 EΑ 585.00 7,020,00 12.00 0.00 12.00 \$7,020.00 \$7.020.00 100% CONTROL STRUCTURE TYPE E 16 1.00 EΑ 2,900.00 2,900.00 0.00 1.00 1.00 \$0.00 \$2,900.00 100% 17 36" RCP MES 11.00 2,450.00 EΑ 26,950.00 0.00 11.00 11.00 \$0.00 \$26,950,00 100% 18 42" RCP MES 3.00 EΑ 2,850.00 8,550.00 0.00 3.00 100% 3.00 \$0.00 \$8,550.00

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### APPLICATION FOR PAYMENT

PAY APP FROM

TO

5 03/01/14

03/31/14

RIPA & ASSOCIATES PROJECT # 01-1484

|      |   |                     |      |               |              | CONTRACT      | SUM TO DA         | TE                | 1              |                           |        |
|------|---|---------------------|------|---------------|--------------|---------------|-------------------|-------------------|----------------|---------------------------|--------|
| ITEM | DESCRIPTION OF WORK   | MINISTRAL PROPERTY. |      | BA:<br>CONTR  |              | ES            | STIMATED QU       | ANTITY            | WORK IN PLACE  | TOTAL<br>WORK IN<br>PLACE | PERCEN |
| NO.  |   | QTY                 | UNIT | UNIT<br>PRICE | VALUE        | THIS ESTIMATE | PREV.<br>ESTIMATE | TOTAL<br>ESTIMATE | THIS<br>PERIOD | TO<br>DATE                |        |
| 19   | 48" RCP MES   | 1.00                | EA   | 3,200.00      | 3,200.00     | 0.00          | 1.00              | 1.00              | \$0.00         | \$3,200.00                | 100%   |
| 20   | 19" X 30" MES W\ BAR GRATES   | 2.00                | EA   | 2,850.00      | 5,700.00     | 2.00          | 0.00              | 2.00              | \$5,700.00     | \$5,700.00                | 100%   |
| 21   | 42" FDOT INDEX 250 HEADWALL (TRIPPLE)   | 1.00                | EA   | 30,500.00     | 30,500.00    | 0.00          | 1.00              | 1,00              | \$0.00         | \$30,500,00               | 100%   |
| 22   | RIP RAP   | 90.00               | TON  | 70.75         | 5,367.50     | 0.00          | 90.00             | 90.00             | \$0.00         | \$6.367.50                | 100%   |
| 23   | 6" UNDERDRAIN (FINE AGGREGATE)  | 3,530.00            | LF   | 11.65         | 41,124.50    | 3530.00       | 0.00              | 3530.00           | \$41.124.50    | \$41,124,50               | 100%   |
| 24   | UNDERDRAIN CLEANOUT   | 18.00               | EA   | 190.00        | 3,420.00     | 18.00         | 0.00              | 18.00             | \$3,420.00     | \$3,420.00                | 100%   |
|      | TOTAL STORM SEWER - 30TH  |                     |      |               | 564,248.80   |               |                   |                   | 57,264.50      | 564,248.80                | 100%   |
|      | LANDSCAPING - 30TH  | -                   |      |               |              |               |                   |                   |                |                           |        |
| 1    | SOD   | 43,815.00           | SY   | 2.10          | 92,011.50    | 37315.00      | 6500.00           | 43815.00          | \$78,361.50    | \$92,011.50               | 100%   |
| -    | TOTAL LANDSCAPING - 30TH  |                     |      |               | 92,011.50    |               |                   |                   | 78,361.50      | 92,011.50                 |        |
|      | SUBTOTAL 30TH   |                     |      |               | 1,899,649.45 |               |                   |                   | 380,013.08     | 1,747,501.45              |        |
| -    |   |                     |      |               |              |               |                   |                   |                |                           |        |
|      | IRRIGATION ALT LAUREL RIDGE & SHELL POINT   |                     |      |               |              |               | .                 |                   |                |                           |        |
| 1    | IRRIGATION (LAUREL RIDGE)   | 1.00                | LS   | 21,000.00     | 21,000.00    | 0.50          | 0.00              | 0.50              | \$10,500.00    | \$10,500.00               | 50%    |
| 2    | IRRIGATION (SHELL POINT 33rd)   | 1.00                | LS   | 32,500.00     | 32,500.00    | 0.00          | 0.00              | 0.00              | \$0.00         | \$0.00                    | 0%     |
| TO   | OTAL IRRIGATION ALT LAUREL RIDGE & SHELL POINT  |                     |      |               | 53,500.00    |               |                   |                   | 10,500.00      | 10,500.00                 |        |
| 1    | UNDERGROUND SIGNAL LAUREL ALTERNATE   |                     |      | -             |              |               |                   |                   |                |                           |        |
| 1    | UNDERGROUND SIGNAL WORK-Laurel Ridge  | 1.00                | LS   | 111,000.00    | 111,000.00   | 0.00          | 1.00              | 1.00              | \$0.00         | \$111.000.00              | 100%   |
| -    | TOTAL UNDERGROUND SIGNAL LAUREL ALTERNATE   |                     |      |               | 111,000.00   |               |                   |                   | 0.00           | 111,000.00                |        |
| 1    | CHANGE ORDER  |                     | 1    |               |              |               |                   |                   |                |                           |        |
| 1    | DEDUCT: Signalization at Shell Point Rd.&<br>Inderground Signalization Improvements at Laurel R | 1.00                | LS   | -405,035.56   | (405,035.56) | 0.00          | 1.00              | 1.00              | \$0.00         | (\$405,035.56)            | 100% . |
| -    | TOTAL CHANGE ORDER  |                     |      |               | (405,035.56) |               |                   |                   | 0.00           | (405,035.56)              |        |

APPLICATION FOR PAYMENT

PAY APP FROM 5

03/01/14

TO

03/31/14

RIPA & ASSOCIATES PROJECT # 01-1484

|      |                     |     |      |               |              | CONTRACT         | SUM TO DA        | TE                |                           |                           |                     |
|------|---------------------|-----|------|---------------|--------------|------------------|------------------|-------------------|---------------------------|---------------------------|---------------------|
| ITEM | DESCRIPTION OF WORK |     |      | BA<br>CONTE   | NSE<br>RACT  | ES               | STIMATED QU      | ANTITY            | TOTAL<br>WORK IN<br>PLACE | TOTAL<br>WORK IN<br>PLACE | PERCENT<br>COMPLETE |
| NO.  |                     | QTY | UNIT | UNIT<br>PRICE | VALUE        | THIS<br>ESTIMATE | PREV<br>ESTIMATE | TOTAL<br>ESTIMATE | THIS<br>PERIOD            | TO<br>DATE                |                     |
|      |                     |     |      |               |              |                  |                  |                   |                           |                           |                     |
|      | PROJECT TOTALS      |     |      |               | 3,758,403.09 |                  |                  |                   | 525,495.18                | 2,979,396.09              | 79%                 |

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South Shore Corporate Park, LLC ("Landowner") Attn: Timothy M. Gray 50 South 10<sup>th</sup> Street, Suite 300 Minneapolis, MN 55403 RELP Tampa, LLC ("USRELP") Attn: David J. Buck 9830 Colonnade Blvd, Suite 600 San Antonio, TX 78230

Commonwealth Title of Dallas ("Title Agent") c/o Commonwealth Land Title Insurance Company Attn: Beverly Griesse 2651 N. Harwood Street, Suite 260 Dallas, Texas 75201

> Re: South Shore Corporate Park Industrial Community Development District Funding Request Pursuant to the Construction Funding Agreement

Dear Mr. Gray, Mr. Buck and Ms. Griesse:

In conjunction with our invoice for work performed pursuant to the agreement between Ripa & Associates, LLC ("Contractor") and the South Shore Park Industrial Community Development District dated November 5, 2013 ("Construction Contract"), please note the following:

- a. We, as Contractor, certify to Landowner and USRELP that we are in compliance with all material terms and conditions contained in the Construction Contract without a default by either party. Confirmation with said material terms and conditions contained in the Construction Contract includes, but is not be limited to, confirmation that: (i) the construction of the Project Improvements is proceeding in a timely manner so that they will be completed on or before the completion dates contained in the Construction Contract; (ii) there are no existing or projected cost overruns that would require a material change order to the Construction Contract or create additional expenses; (iii) all insurance required under the Construction Contract is in full force and effect and that all additional insureds under the Construction Contract are included in said insurance policies and/or coverages; (iv) that the payment and performance bond(s) required under the Construction Contract have been provided to the District and are in full force and effect; and (v) the work is proceeding in accordance with all applicable laws, ordinances, rules or regulations.
- b. Attached to our invoice is an unconditional waiver and release of lien executed by us as the Contractor together with conditional waivers and releases of lien from all subcontractors, material suppliers or persons having provided notice to owner or otherwise entitled to lien rights under Chapter 713, Florida Statutes, in connection with any request for progress payment or for final payment in a form consistent with Section 713.20, Florida Statutes.

If you have any questions regarding the above, please feel free to call

Sincerely,

Ripa & Associates 1409 Tech Boulevard, Suite 1 Tampa, Florida 33619

### Waiver and Release of Lien Upon Progress Payment

The undersigned Lienor, in consideration of the sum of \$\\$\\$\ 472,945.66\$ waives and releases its lien and right to lien for labor, services, or materials furnished through March 31, 2014 to South Shore Corporate Park Industrial CDD on the following described property:

Ripa #01-1484

30<sup>th</sup> Street Improvements South Shore Corporate Park Sec 3, Twn 32S, Ran 19E Hillsborough County Ruskin, FL

| Dated on03    | 124/2014       |            |                 |                    |       |
|---------------|----------------|------------|-----------------|--------------------|-------|
|               |                |            | Lienor: RIP     | A & Associates, LL | C     |
|               |                |            | By:             | LUM                |       |
| State of F    | L              |            |                 |                    |       |
| County of H   | LL SBCZOU#A    |            |                 |                    |       |
| The foregoing | instrument was | acknowledg | ed before me tl | his 24th day of m  | LARCH |
| THE THE PURE  |                |            | Rines.          |                    |       |

### NOTARY PUBLIC

My commission expires NICHOLAS E. CHAPMAN NOTARY PUBLIC STATE OF FLORIDA Comm# EE046109 Expires 1/25/2015

Sign:

Print:

MICHANT E CHAPTER

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUES (1996) EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.

### Waiver and Release of Lien Upon Progress Payment

The undersigned Lienor, in consideration of the sum of S 10.00 waives and releases its lien and right to lien for labor, services, or materials furnished through 02-28-2014 to RIPA & Associates LLC on the job of South Shore Corporate Park Industrial CDD on the following described property:

Ripa #01-1484A

30<sup>th</sup> Street Improvements South Shore Corporate Park Sec 3, Twn 32S, Ran 19E Hillsborough County Ruskin, FL

This waiver and release does not cover any retention owed nor does it cover labor, services, or materials furnished after the date specified.

Dated on 3/24/14

Lienor: Alto Recycling LLC

By:

State of HISOWAA

The foregoing instrument was acknowledged before me this day of 11 Cuch 2014 by they North 2 ky who is the control of the company. He/She is personally known to me or has produced as identification.

NOTARY PUBLIC

MY COMMISSION #PAPPAS
MY COMMISSION #F6040407
EXPIRES AUGUST 25 20:7
(407) 386 (153)

Duine

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUES (1996), EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURMSH A WAIVER OR RULEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.

Ripa #01-1484

30<sup>th</sup> Street Improvements South Shore Corporate Park Sec 3, Twn 32S, Ran 19E Hillsborough County Ruskin, FL

Subcontractor acknowledges that this Waiver and Release of Lien is given to induce the payment recited above and will become valid when said money is deposited into and cleared through our financial institution. This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Dated on 3-24-14

Lienor: Blade Contracting LLC

Ву:

State of Minds
County of puelics

The foregoing instrument was acknowledged before me this 24 day of Wardward by Kewin Muncy who is 650 of said company. He/She is personally known to me or has produced as identification.

NOTARY PUBLIC

My commis



Sign: Muss stubling
Print: Meussa Tremblay

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUES (1996).

EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.

# Waiver and Release of Lien Upon Progress Payment

The undersigned Lienor, in consideration of the sum of \$\frac{\$10.00}{\$10.00}\$ waives and releases its lien and right to lien for labor, services, or materials furnished through \$\frac{02-28-2014}{\$02-28-2014}\$ to RIPA & Associates LLC on the job of South Shore Corporate Park Industrial CDD on the following described property:

Ripa #01-1484A

30<sup>th</sup> Street Improvements South Shore Corporate Park Sec 3, Twn 32S, Ran 19E Hillsborough County Ruskin, FL

| Dated on 3-24-14   |  |
|--|--|
|  | Lienor: Southern Land Services of SW Florida In  |
|  | ву:  |
| tate of Florida County of Pasco  |  |
| he foregoing instrument was acknowle<br>0/4 by Vance Recollers who is<br>ersonally known to me or has produced | dged before me this Haid day of March  Mesident of said company. Hershe is  as identification.   |
| KAREN L. JAMAI<br>NOTARY PUBLIC  | And the second s |
| STATE OF FLORIDA<br>Commit EE:084690<br>Evolme 4/17/2010   | OTARY PUBLIC   |

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.

The undersigned Lienor, to induce payment of the sum of <u>\$ 869.84</u> waives and releases its lien and right to lien for labor, services, or materials furnished through <u>02-28-2014</u> to <u>RIPA & Associates LLC.</u> on the job of to <u>South Shore Corporate Park Industrial CDD</u> on the following described property:

Ripa #01-1484

30<sup>th</sup> Street Improvements South Shore Corporate Park Sec 3, Twn 32S, Ran 19E Hillsborough County Ruskin, FL

Subcontractor acknowledges that this Waiver and Release of Lien is given to induce the payment recited above and will become valid when said money is deposited into and cleared through our financial institution. This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Dated on 3/20/14

By: Conduct Agent

State of House County of Hillstoneral

The foregoing instrument was acknowledged before me this 20th day of 100 and 1

NOTARY PUBLIC

My commission expires:

WHINIE C. JACKSOH
MY COMMISSION # FF 089826
EXPIRES: March 1, 2018
Bonded Thru Notary Public Undurwrilans

Sign: Warne C Jackson Print: Winnie C Jackson

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.

The undersigned Lienor, to induce payment of the sum of \$ 10.00 waives and releases its lien and right to lien for labor, services, or materials furnished through 02-28-2014 to RIPA & Associates LLC. on the job of to South Shore Corporate Park Industrial CDD on the following described property:

Ripa #01-1484

30th Street Improvements South Shore Corporate Park Sec 3, Twn 32S, Ran 19E Hillsborough County Ruskin, FL

Subcontractor acknowledges that this Waiver and Release of Lien is given to induce the payment recited above and will become valid when said money is deposited into and cleared through our financial institution. This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Dated on March 24, 204

Lienor: Len Tran Inc.
dba Turner Tree & Landscap

State of Flonica County of Marale

The foregoing instrument was acknowledged before me this day of d

NOTARY PUBLIC

My commission expires:

COLLETTE ABBOTT-GUTHRIE
MY COMMISSION N EE D46022
EXPIRES: dendary 27, 2015
Econded Thru Notary Pub to Underwrite:

Sign: Collet Abortiful

Print: Collette Abboth-Githaie

The undersigned Lienor, to induce payment of the sum of \$63247 waives and releases its lien and right to lien for labor, services, or materials invoiced as of 02-28-2014 to RIPA & Associates LLC. on the job of to South Shore Corporate Park Industrial CDD on the following described property:

Ripa #01-1484

30<sup>th</sup> Street Improvements South Shore Corporate Park Sec 3, Twn 32S, Ran 19E Hillsborough County Ruskin, FL

Subcontractor acknowledges that this Waiver and Release of Lien is given to induce the payment recited above and will become valid when said money is deposited into and cleared through our financial institution. This waiver and release does not cover any retention or labor, services, or materials invoiced after the date specified.

| •                                      |   |
|--|---|
| Dated on 3-21-14                       |   |
|  | Lienor, Trans-Phos, Inc.                      |
|  | Ву  |
| State of Hericla                       | ASST. VEROSVERIC                              |
| County of Pouc                         |   |
|  | - 10  |
| The foregoing instrument was acknowled | dged before me this 2 day of Narch            |
| personally known to me or has produced | of said company. He/She is as identification. |
|  |   |
| N                                      | OTARY PUBLIC                                  |
| My commission expires:                 | ~ 1 ~ 4 ~ 0 d / 10 d                          |
|  | sign: Cynthia a. Hurbut                       |
|  | Print:  |
|  |   |

NOTE: THIS IS A STATUTORY FORM PRESCRIBED BY SECTION 713.20 FLORIDA STATUES (1996). EFFECTIVE OCTOBER 1, 1996 A PERSON MAY NOT REQUIRE A LIENOR TO FURNISH A WAIVER OR RELEASE OF LIEN THAT IS DIFFERENT FROM THE STATUTORY FORM.

CYNTHIA A. HURLBERT Notary Public, State of Florida My Commission Expires May 2, 2014 Commission Number DD 965187



South Shore Corporate Park Industrial Community Development District c/o Rizzetta & Company, Inc. 3434 Colwell Ave., Suite 200 Tampa, FL 33614

Invoice # 140228 February 28, 2014

13-182 Project Manager: Southshore CEI Chris Weddle

| Professional Services through:       | February 28, 2014                       |             |            |
|--------------------------------------|---|-------------|------------|
| Task A - Plan Review                 |   | ÷           |            |
| Personnel                            | Hours                                   | Rate        | Fee Amount |
| Chris Weddle, P.E.                   | 4.00                                    | \$145.00    | \$580.00   |
| Michael Knight, P.E.                 | 8.00                                    | \$125.00    | \$1,000.00 |
| John Scheller                        | 8.00                                    | \$115.00    | \$920.00   |
| Subtotal Task A                      |   |             | \$2,500.00 |
| Task B - Initial Coordination Meetin |   |             |            |
| Personnel                            | Hours                                   | Rate        | Fee Amount |
| Chris Weddle, P.E.                   | 3.00                                    | \$145.00    | \$435.00   |
| Michael Knight, P.E.                 | 0.00                                    | \$125.00    | \$0.00     |
| John Scheller                        | 0.00                                    | \$115.00    | \$0.00     |
| Subtotal Task A                      |   |             | \$435.00   |
| Task C - Monthly Inspection & Rep    | ort                                     |             |            |
| Personnel                            | Hours                                   | Rate        | Fee Amount |
| Chris Weddle, P.E.                   | 12.00                                   | \$145.00    | \$1,740.00 |
| Michael Knight, P.E.                 | 8.00                                    | \$125.00    | \$1,000.00 |
| John Scheller                        | 0.00                                    | \$115.00    | \$0.00     |
| Subtotal Task A                      |   |             | \$2,740.00 |
| TaskD/E - Documentation Review a     | nd Final Cert.                          |             |            |
| Personnel                            | Hours                                   | Rate        | Fee Amount |
| Chris Weddle, P.E.                   | 0.00                                    | \$145.00    | \$0.00     |
| Michael Knight, P.E.                 | 0.00                                    | \$125.00    | \$0.00     |
| John Scheller                        | 0.00                                    | \$115.00    | \$0.00     |
| Subtotal Task A                      | *************************************** | <del></del> | \$0.00     |

**Total This Invoice** 

\$5,675.00

Thank you for prompt payment of this invoice! We appreciate the work!

610 East Morgan Street Brandon, FL 33510 Phone: (813) 643-9907 chris@auroracivil.com

### CONTRACTORS APPLICATION FOR PAYMENT

| SUBCONTRAC  | CTOR                                     | Statewide Safety Services Post Office Box 1738 Englewood, FL 34223 Phone: (813) 951-3235 Email: statewidesaftey@gamil.com   |  |  |                |
|---|--|---|--|--|----------------|
| PROJECT:  |  | South Shore Corporate Park  |  | OUR PROJECT #:<br>PO #   |                |
| CONTRACTOR  | R.                                       | South Shore Corporate Park Indust<br>50 South 10th Street Suite 300<br>Minneapolis, MN 55403  | trial CDD  | APPLICATION NO   | 3              |
| Phone   |  |   |  | APPLICATION DATE:  | March 25, 2014 |
| Fax:  |  | and the second second   |  |  |                |
| Attn:   |  | Timothy Gray  |  |  |                |
|   | 1)                                       | Original Contract Amount  |  |  | 407,907.48     |
|   | 2)                                       | Approved Change Orders (Summary) - "S   | ee Attached Schedule   | of Value"  |                |
|   | 3)                                       | Current Contract Amount   |  |  | 407,907.48     |
|   | 4)                                       | Value of Work Completed This Period -   |  | 1444   | 44,049.45      |
|   | 5)                                       | Stored Materials  |  |  | 46,727.15      |
|   | 6)                                       | Total Value Completed & Stored to Date  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,  |  | 243,899.27     |
|   | 7)                                       | LESS: Retainage 10%   |  |  | (18,512.14)    |
|   | 8)                                       | Net Amount Earned to Date   |  |  | 225,387.13     |
|   | 9)                                       | LESS: Previous Application for Payment  |  |  | (139,015.47)   |
|   | 10)                                      | Balance Due this Application  | 5  |  | 86,371.66      |
|   |  |   | CATION OF CONTRA   | CTOR   |                |
| performed and a payments, less the owner to all I also certify I ha | mater<br>applie<br>subcrave co<br>laws a | and amounts shown on the face of this applicial supplied in full accordance with the terms cable retention, have been made through the contractors and for all materials and labor used complied with Federal, State and Local tax laws and Workman's Compensation laws and Mechanics | and conditions of the co<br>period covered by the p<br>d in or in connection wit<br>s, including Social Sect | ontract. I further certify that<br>pervious payments received for<br>hithe performance of the contr<br>urity laws and Unemployment | ract,          |
| D   | ate:                                     | 3/25/14   | Name:  | Tyler-Jones  |                |
|   |  |   | Title  | President  |                |
|   |  | Stanter Co<br>Stanter Co<br>David A.  | onsulting  | Services, &  |                |

SCHEDULE OF VALUES

SUBCONTRACTOR: Statewide Safety Services Post Office Box 1738 Englewood, FL 34223

PROJECT: South Shore

| Them       |  |              | -           |             |             | Comple | Complete Previous | Complete | Complete This Period | Stored | Stoned Materials | Complete To Date | To Date   | %        |
|------------|--|--------------|-------------|-------------|-------------|--------|-------------------|----------|----------------------|--------|------------------|------------------|-----------|----------|
| ģ          | Description  | Š            | Chie        | Unit Price  | Contract    | No. of |                   | No. of   |                      | %      |                  | No. of           |           | Percent  |
|            |  |              | 1           | 1           | Price       | Units  | Value             | Units    | Value                | Siles  | Value            | Units Value      |           | Complete |
| 101        | Shell Point  |              | ď           | \$19.000.00 | \$19 200 00 | 1.003  | 19 200 00         |          |                      |        |                  | 1003             | 49 200 00 | 100%     |
| 630-2-11   | SIGNALS - CONDUIT - F/I - UNDERGROUND                  | 1402         | 3 5         | 25.45       | \$7,696,98  |        |                   | 1,402,00 | 7 696 98             |        | •                | 1 402.00         | 7 696.98  | 100%     |
| 630-2-12   | DIRECTIONAL BORE 4-2"                                  | 265          | 느           | \$13.03     | \$3,452,95  | 265.00 | 3,452,95          |          |                      |        |                  | 265.00           | 3,452.95  | 100%     |
| 630-2-12   | DIRECTIONAL BORE 5-2"                                  | 115          | Ľ           | \$13.03     | \$1,498,45  | 115.00 | 1,498,45          |          | -                    |        |                  | 115.00           | 1,498.45  | 100%     |
| 630-2-12   | DIRECTIONAL BORE 7-2"                                  | 165          | <u>Ľ</u>    | \$17.94     | \$2,960.10  | 165,00 | 2,960,10          |          |                      |        |                  | 165.00           | 2,960.10  | 100%     |
| 632-7-1    | SIGNALS - CABLE - WITHIN INTERSECTION - F/I            | - ;          | 료 !         | \$6,432.00  | \$6,432,00  |        |                   |          |                      |        |                  |                  | <b>!</b>  |          |
| 633-1-121  | CABLE FIBER OPTIC SM F/I UG (24 FIBER)                 | 510          | <u>Ľ</u>    | \$3.72      | \$1,897.20  |        |                   |          |                      |        |                  |                  |           |          |
| 635-1-11   | SIGNALS - PULL AND JUNCTION BOX - F/I - PB             | 4            | Ä           | \$528,00    | \$7,392.00  |        |                   | 14.00    | 7,392.00             |        |                  | 14.00            | 7,392.00  | 100%     |
| 635-1-12   | FIBER - PULL AND JUNCTION BOX - F/I - PB               | ις           | ā           | \$894:00    | \$4,470,00  |        |                   | 5.00     | 4,476,00             |        |                  | 5.00             | 4,470.00  | 100%     |
| 639-1-122  | ELECTRICAL POWER SERVICE                               | -            | ΑS          | \$2,940.00  | \$2,940,00  |        |                   |          |                      |        |                  |                  |           |          |
|            | (F/I)(UNDERGROUND)(POWER CO)                           |              |             |             |             |        |                   | 9.       | 2,940.00             |        |                  | 9:               | 2,940.00  | 100%     |
| 639-2-1    | ELECTRICAL SERVICE WIRE                                | 1146         | <u>"</u>    | \$2.06      | \$2,360,76  |        | -                 |          |                      |        |                  |                  |           |          |
| 639-3-11   | SIGNALS, ELECTRICAL SERVICE DISCONNECT                 | 7            | EA          | \$1,044,00  | \$2,088.00  |        |                   | 3.00     | 3,132,00             |        |                  | 3.00             | 3,132.00  | 150%     |
| 641-2-12   | PRESTRESSED CONCRETE POLE (F/I)(TYPE-II                | 7            | EA          | \$1,044.00  | \$2,088,00  |        |                   | 3.00     | 3,132.00             |        |                  | 3.00             | 3,132,00  | 150%     |
| 646-1-11   | ALUMINUM SIGNAL POLE (F/I) (PEDESTAL)                  | œ            | ËĄ          | \$820.80    | \$6,566.40  |        |                   |          |                      |        |                  |                  |           |          |
| 649-31-203 | MAST ARM WIND SPEED 130 SINGLE ARM 60'                 | -            | Ð           | \$30,903.60 | \$30,903,60 | 05.0   | 15,451.80         |          |                      |        |                  | 0.50             | 15,451.80 | 20%      |
| 649-31-204 | MAST ARM WIND SPEED 130 SINGLE ARM 65'-70              | m            | 8           | \$32,646.00 | \$97,938.00 |        | 48,969.00         |          |                      |        |                  | 1.50             | 48,969.00 | 20%      |
| 650-1-311  | TRAFFIC SIGNAL - F/I - 3 SEC - 1 WAY LED               | <del>-</del> | AS          | \$716.40    | \$7,880.40  |        |                   |          |                      |        |                  |                  |           |          |
| 650-1-511  | TRAFFIC SIGNAL - F/I - 5 SECT - 1 WAY LED              | 4            | AS          | \$1,279.20  | \$5,116.80  |        |                   |          |                      |        |                  | . ****           | 1         |          |
| 653-191    | PED SIGNAL -F/I - LED - COUNTDOWN                      | œ            | AS          | \$478.80    | \$3,830.40  |        |                   |          |                      |        |                  |                  |           |          |
| 660-4-11   | VEH DETECTOR ASSY F/I VIDEO PROCESSOR                  | -            | ស           | \$3,924.00  | \$3,924,00  |        |                   |          |                      |        | 2,500.00         |                  | 2,500.00  | 84%      |
| 660-4-12   | VEH DETECTOR ASSY F/I VIDEO CAMERA                     | 4            | ā           | \$6,000.00  | \$24,000.00 |        |                   | ••••     |                      |        | 19,081.65        |                  | 19,081.65 | 80%      |
| 663-1-110  | SGNL PRE-EMPPTION F/I OPTICAL                          | 4            | ā           | \$2,076.00  | \$8,304,00  | ,,,,   |                   |          |                      |        |                  |                  |           |          |
| 665-11     | PED DETECTOR - F/I - DET STA POLE OR CAB MTD           | œ            | Ð           | \$261.00    | \$2,088.00  |        |                   |          |                      |        |                  |                  |           |          |
| 670-5-112  | TRAF CNTL ASSY F/I NEMA 2 PRE-EMPT                     | -            | AS          | \$28,200.00 | \$28,200.00 | -      | •                 |          |                      |        | 25,145,50        |                  | 25,145,50 | 89%      |
| 685-106    | SYSTEM AUX FA UPS                                      | -            | AS          | \$6,300.00  | \$6,300,00  |        |                   |          |                      |        |                  |                  |           |          |
| 699-1-1    | INTERNALLY ILLUMINATED SIGN (F/I)                      | 4            | <b>∆</b> ∶  | \$2,047.20  | \$8,188,80  |        |                   |          |                      |        |                  |                  |           |          |
| 783-3-14   | ITS FOC CONN HARDWARE FA BUFFER TUBE FAN               | 7            | AS          | 2360.00     | \$720,00    | -      |                   | -        |                      |        |                  |                  |           |          |
| 783-3-16   | ITS FOC CONN HARDWARE F/I PATCH PANEL (24              | ო            | ជ           | \$411,60    | \$1,234.80  |        |                   |          |                      |        |                  |                  |           |          |
|            | ERMINALIONS)   |              |             |             |             |        | - 15              |          |                      |        |                  |                  |           |          |
|            |  |              |             |             |             |        |                   |          |                      |        |                  |                  |           |          |
| ,          | Laural Ridge   | ,            | -           | -00000      | 00 040 00   | 5      | 00000             |          |                      |        |                  | ,                | 200       | 10097    |
| 101-1      | MOBILIZATION<br>SIGNATS - CONDUIT - F/I - LINDERGROUND | - 603        | 3 4         | 25,040,UD   | S3.340.47   |        | 7,044,00          | 003.00   | 3,310.47             |        |                  | 903.00           | 3.310.47  | 100%     |
| 630-2-12   | DIRECTIONAL BORE 4-2"                                  | 218          | <u>ا</u>    | \$17.94     | \$3,910.92  | 218.00 | 3,910.92          |          | 1                    |        |                  | 218,00           | 3,910.92  | 100%     |
| 630-2-12   | DIRECTIONAL BORE 7-2"                                  | 86           | ۳           | \$19.80     |             | 90.00  | 1,782.00          |          |                      |        |                  | 90.00            | 1,782.00  | 100%     |
| 630-2-12   | DIRECTIONAL BORE 8-2"                                  | 120          | <b>Ľ</b>    | \$20.58     | \$2,470.80  | 120.00 | 2,470.80          |          |                      |        |                  | 120.00           | 2,470.80  | 100%     |
| 632-7-1    | CABLE, SIGNAL F/I                                      | -            | ₫           | \$6,432.00  | \$6,432,00  |        |                   |          |                      |        |                  |                  | -         |          |
| 633-1-121  | CABLE FIBER OPTIC SM F/I UG (24 FIBER)                 | 4620         | ኴ           | \$3.72      | \$17,186.40 |        |                   |          |                      |        |                  |                  | •         |          |
| 635-1-11   | SIGNALS - PULL AND JUNCTION BOX - F/I - PB             | 15           | Ą           | \$528.00    | \$7,920,00  |        |                   | 15.00    | 7,920.00             | _      |                  |                  | 7,920.00  | 100%     |
| 635-1-12   | FIBER - PULL AND JUNCTION BOX - F/I - PB               | e            |             | \$894.00    |             |        |                   | 3,00     | 2,682,00             |        |                  |                  | 2,682.00  | 100%     |
| 639-1-122  | SIGNAL, ELECT POWER SERVICE UG                         | -            | AS          | \$1,374.00  | \$1,374,00  |        |                   | 1.00     | 1,374.00             |        |                  | 1,00             | 1,374,00  | 100%     |
| 639-2-1    | SIGNAL, ELECTRICAL SERVICE WIRE                        | <b>2</b> 20  | <u></u> ታ : | \$2.08      | \$1.174.20  |        |                   |          |                      |        |                  |                  |           |          |
| 646-1-11   | ALUMINUM SIGNAL POLE (F/I) (PEDESTAL)                  | <b>~</b>     | ¥ 4         | \$12.942.00 | \$12 912:00 | 5      | 00000             |          |                      |        |                  | 5                | 20 010    | 100%     |
| 649-31-203 | MAST ARM WIND SPEED 130 SINGLE ARM 60"                 |              | i H         | \$12.912.00 | \$12,912.00 |        | 12.912.00         |          |                      |        |                  | 3                | 12 912 00 | 100%     |
| 649-31-218 | MAST ARM WIND SPEED 130 DOUBLE MAST 60'-               |              | ផ           | \$12,912.00 | \$12,912,00 |        | 12,912.00         |          |                      |        |                  |                  | 12,912.00 | 100%     |
|            |  |              |             |             |             |        |                   |          |                      |        |                  |                  |           | #DIV/0i  |
|            |  |              |             | •           |             | ,      |                   | •        |                      |        |                  |                  |           |          |

SCHEDULE OF VALUES

PROJECT: South Shore

SUBCONTRACTOR: Statewide Safety Services Post Office Box 1738 Englewood, FL 34223

|             |      | -    |             |             | Comp   | Complete Previous | Complete | Complete This Period | Stored | Stored Materials | Comp        | Complete To Date | %        |
|-------------|------|------|-------------|-------------|--------|-------------------|----------|----------------------|--------|------------------|-------------|------------------|----------|
| Description | ĝ    | Unit | Unit Price  | Contract    | No. of |                   | No. of   |                      | %      |                  | No. of      |                  | Percent  |
|             |      |      |             | Price       | Units  | Value             | Units    | Value                | Units  | Value            | Units Value | Value            | Complete |
|             |      |      |             |             |        |                   | -        |                      |        |                  |             |                  | #DIV/0i  |
|             |      |      |             |             |        | •                 |          |                      |        |                  |             |                  | #DIV/0i  |
| BOND FEE    | 1.00 | ဌ    | \$12,050.65 | \$12,050.65 | 1.00   | 12,050.65         |          |                      |        |                  | 1.00        | 12,050.65        |          |
|             |      |      |             |             |        |                   |          |                      |        |                  |             |                  | #DIV/Di  |
|             |      |      |             | 07 200 207  |        | 452 499 67        |          | AL OLD AL            |        | AE 777 4E        |             | 20 000 GFC       | /6U3     |

# WAIVER AND RELEASE OF LIEN PROGRESS PAYMENT

| -                          | t to claim a lie               |  | ces or ma                         | aterials furnished   | through                   | , hereby waives its<br>3/31/14      |
|----------------------------|--------------------------------|--|-----------------------------------|--|---------------------------|-------------------------------------|
| improvemen<br>described as | ts on the prop                 | the project with erty owned by                                       |                                   | e Safety Services, LL<br>ore Corporate Park l  | <del></del>               | (Customer) for<br>(Owner),          |
| This walles                |                                | 30th Stree<br>South Sho<br>Sec 3, Twn 3<br>Hillsborough<br>Ruskin FI | ore Corpc<br>32S, Ran 1<br>County | oate Park<br>9e  | aa ar matariala           | fuvniahad                           |
| after the date             |                                | bes not cover any  | / retentio                        | n or labor, service  | es, or materials          | rumsneu                             |
| DATED ON:                  | March                          | n 25, 2014   | <b></b>                           |  |                           |                                     |
|                            | Lie                            | nor's Name:  | Statewic                          | de Safety Service  | s, LLC                    |                                     |
|                            | By:<br>Prir                    | nted Name: Tyt   | SIR                               | XXES   |                           |                                     |
| State of<br>County of      | Florida<br>Hillsborough        |  |                                   |  |                           |                                     |
|                            | sign of behal<br>Waiver of Lie | of Statewide f of the Corporation                                    | on/Comp                           | ippeared before r<br>as<br>pany and acknowl<br>n expressed. (S)I<br>_as identification | President edged that (s)h | , duly<br>ne executed               |
|                            |                                | Notary Pub<br>Commissio<br>Expiration:                               | •                                 | FF028853 June 18,2017  | 13 / 70 73                | SSA T AUTULLO<br>MMISSION #FF028853 |

EXPIRES June 18, 2017 FloridaNotaryService.com

March 25, 2014

South Shore Corporate Park, LLC ("Landowner")

Attn: Timothy M. Gray

50 South 10<sup>th</sup> Street Suite 300

Minneapolis, MN 55403

RELP Tampa, LLC ("USRELP")

Attn: David J. Buck

9830 Colonnade Blvd Suite 600

San Antonio, TX 78320

Commonwealth Title of Dallas ("Title Agent")

c/o Commonwealth Land Title Insurance Company

Attn: Beverly Griesse

2651 N. Harwood Street, Suite 260

Dallas, TX 75201

RE: South Shore Corporate Park Industrial Community Development District

**Funding Request Pursuant to the Construction Funding Agreement** 

Dear Mr. Gray, Mr. Buck, And Ms Griesse

In conjunction with our invoice for work performed pursuant to the agreement between Statewide Safety Services, LLC ("Contractor") and the South Shore Park Industrial Community Development District dated January 9, 2014 ("Construction Contract"), please note the following:

A: We, as Contractor, certify to Landowner and USRELP that we are in compliance with all material terms and conditions contained in the Construction Contract without a default by either party. Confirmations with said material terms and conditions contained in the construction contract includes, but is not limited to, confirmation that: (i) the construction of the Project Improvements is proceeding in a timely manner so that they will be completed on or before the completion dates contained in the Construction Contract; (ii) there are no existing or projected cost overruns that would require a material change order to the Construction Contract or create additional expenses; (iii) all insurance required under the Construction Contract is in full force and all additional insureds under the Construction Contract are included in said insurance policies and/or coverages; (iv) that the payment and performance bond(s) required under the Construction Contract have been provided to the District and are in full force and effect; and (v) the work proceeding in accordance with all applicable laws, ordinances, rules or regulations.

B: Attached to our invoice is an unconditional waiver and release of lien executed by us as the contractor together with conditional waivers and releases of lien from all subcontractors, material suppliers, or persons having provided notice to owner or otherwise entitled to lien rights under Chapter 713, Florida Statutes, in connection with any request for progress payment in a form consistent with Section 713.20, Florida Statutes.

If you have any question regarding the above, please feel free to call

Sincerely,

Statewide Safety Services, LLC

9204 E. Broadway Ave

Tampa, FL 33619

REMIT TO:

Trafficware Group, Inc. 522 Gillingham Lane Sugar Land TX 77478 281-240-7233

32

Invoice Number: N0000004287

Page: 1 of 1 Date: 3/28/2014

Salesperson: Stephen M. Kulisek

1203

Statewide Safety Services, LLC BILL TO

P.O. Box 1738

Englewood FL 34223

Statewide Safety Services **SHIP TO** 9204 E. Broadway Ave. Tampa FL 33619

Fax:

| Order      | Purchase Order | Packages | Prepaid | Due Date  |             | Ship Via   | Terms          |
|------------|----------------|----------|---------|-----------|-------------|------------|----------------|
| NS00001731 | 2004           | 2        |         | 4/27/2014 | SOUTHEASTER | RN         | Net 30         |
| Line/Rel   | Qty Ordered    | Qty      | Shipped | В         | ack Order   | Unit Price | Extended Price |

1

1.000

1.000

0.000

23,675.00000

23,675.00

Item: 70006-NITS16-06-LPS

Description ASSY,CAB,P72,16LB,32LOOP,AUX,FL

U/M: EA

**Date Shipped:** 3/27/2014

Packing Slip::

4602

1. Location - Hillsborough County - Shell Point Rd at 30th St

2. Taxes - Naztec Does Not Collect Florida Taxes.

| Sales Amount   | 23,675.00 |
|----------------|-----------|
| Misc Charges   | 0.00      |
| Freight        | 0.00      |
| Sales Tax      | 0.00      |
| Prepaid Amount | 0.00      |
| Total          | 23,675.00 |



3360 E. LA PALMA AVE. ANAHEIM, CA 92806-2856 (714)630-3700 - FAX (714)630-7123

### 33 INVOICE

PLEASE REMIT TO:

ECONOLITE CONTROL PRODUCTS, INC. **DEPT LA 24173** PASADENA, CA 91185-4173

INVOICE NO .:

111792

INVOICE DATE:

CUSTOMER NO .: SALES ORDER:

03/07/14 80512 10W-1002

**REV NUMBER:** 

**REV DATE:** 

1 of 1 PAGE: DDO CODMA ACCOUNT NO 80512 STATEWIDE SAFETY SERVICES, LLI LC PO 2008 M B S PO BOX 1738 H R ENGLEWOOD, FL 34223 ent 3/21/14 Scuthstore L ١ K USA P L P T T K 0 0 G

| to Clare and | P.O. NUM   | BER        | F.O.B.   | T/                     | AX NUMBER      |                   | SERVIC            | E CHARGE    |
|--------------|------------|------------|--|------------------------|----------------|-------------------|-------------------|-------------|
|              | 2008       |            | MURRIETA   |                        |                |                   |                   |             |
|              | SHIP V     | IA         | TERMS  | DATE SHIPPE            | D SAL          | ES REPRE          | SENTA             | TIVE        |
|              | PPY & C    | HG         | NET 30   | 03/07/14               | CONN           | IE BRAITH         | WAITE             | - 10W       |
| ITEM         |            | JANTITY    |  |                        |                | NET               |                   |             |
| NUMB.        | QTY        | BACK ORDER | The second secon | DUCT / DESCRIPTION     |                | PRICE             | The second second | EXTENSION   |
| 2            | 4          |            | 34238G110  | SENSOR STANDARD        |                |                   | Y                 |             |
| 3            | 1,000      |            | 1175-011<br>CABLE,ROUND,3 (<br>POLYETHYLENE J  | COND, 1000' 18 AWG,E   | BLACK          |                   | Y                 |             |
| 4            | 1          |            | 211-1005-501<br>ASSY,TERRA INTE  | ERFACE PANEL AUTOS     | SCOPE          |                   | Y                 |             |
| 5            | 1          |            | A700-1061<br>TOP LEVEL ASSY,   | NEMA, TERRA ACCES      | SS POINT       |                   | Y                 |             |
| 6            | 1          | 4          | 1141-008<br>CABLE ASSY, IEEE   | E 1394, 6 PIN TO 6 PIN | , 1.8 METERS   |                   | Y                 |             |
| 7            | 1          |            | 211-1007-001<br>S/W SUITE,TERRA<br>AUTOSCOPE (1 CI   | N,VER 10.0.1, B/W COM  | IP.            |                   | Y                 |             |
| 17           | 1          | _ = _      | STATE - 6.0%   | OWS CORRECT SALES      | S TAX          |                   | N                 |             |
|              |            |            | COUNTY - 1.0% O  | F FIRST \$5,000.00     | IMPORTANT: OUR | <b>REMIT-TO A</b> | DDRESS            | HAS CHANGE  |
| INVOIC       | CE SUB TOT | AL S       | SALES TAX  | FREIGHT                |                | PLEA              | SE PAY            | THIS AMOUNT |
| 5            | 20,2       | 240.00 \$  | 1,264.40   | \$ 77.25               |                | \$                |                   | 21,581.69   |

NOTE: INTEREST CHARGED ON PAST DUE ACCOUNTS AT 11/2% PER MONTH. IF NECESSARY TO INSTITUTE LEGAL ACTION TO ENFORCE COLLECTION OF THE ACCOUNT DUE UNDER THIS INVOICE, BUYER AGREES TO PAY ALL NECESSARY COST'S AND ATTOURNEY'S FEES.

IMPORTANT: F.O.B. POINT OF SHIPMENT - SHIPPER'S RESPONSIBILITY CEASES F.O.B. POINT OF SHIPMENT. WHEN GOODS ARRIVE CHECK WITH PACKING LIST AT ONCE, NOTIFY CARRIER IMMEDIATELY IF SHORTAGE OR DAMAGE IS DISCOVERED AND NOTE ON CARRIER'S DELIVERY RECEIPT. CLAIMS MUST BE REPORTED TO CARRIER WITHIN 48 HOURS, RETURNED GOODS WILL NOT BE ACCEPTED BY SHIPPER EXCEPT BY PRIOR WRITTEN AGREEMENT. WE HEREBY CERTIFY THAT THESE GOODS AND/OR SERVICES WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT AS AMENDED AND ALL REGULATIONS THEREUNDER.



March 20, 2014

Mr. Matthew Huber **SouthShore Corporate Park Industrial CDD** c/o Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614

Reference:

SSCP - Phase 2 Subdivision and Infrastructure

Invoice # 773992- For Service Performed Through March 7, 2014

Stantec Project No. 215611917

Dear Matthew:

Please find attached our invoice for the above referenced services. These services have been performed in accordance with our existing project agreements (including the most recent Change Order (003), and your prior authorizations. The invoice amount is \$6,299.73

This is for services performed through March 7, 2014 and this is the first invoice to the CDD – in accordance with the recently completed "Assignment" of this contract from Ryan Companies. Note that Fee Amounts noted on each task, and contract total, represent the "remaining balance" amounts on the effective date of the Contract Assignment.

Please contact us with any questions or comments you may have, or if there is any additional information you will require from Stantec to review, approve and process this invoice.

Sincerely

David Kemper Senior Principal

Phone: (813) 223-9500 x 248

Fax: (813) 223-0009

David.Kemper@stantec.com



Page 1 of 3

Invoice Number Invoice Date Customer Number Project Number

773992 March 12, 2014 83545 215611917

### Bill To

South Shore Corporate Park Ind CDD Matt Huber c/o Rizzetta 3434 Colwell Avenue, Suite 200 Tampa FL 33614 United States

### Please Remit To

Stantec Consulting Services Inc. (SCSI) 13980 Collections Center Drive Chicago IL 60693 United States Federal Tax ID 11-2167170

Project Description:

SSCP - CDD Ph 2 Inspection

Stantec Project Manager:

Kemper, David A

Stantec Office Location:

Tampa FL \$110,733.79

Authorization Amount:
Authorization Previously Billed:

\$9,175.02

A Maria de la Paris de Paris de la Paris d

\$15,474.75

Authorization Billed to Date:

\$6,299,73

Current Invoice Due: For Period Ending:

March 7, 2014

Invoice Number Project Number 773992 215611917

Page 2 of 3

| Top Task 312                  | 30th Construction Observation |                |                             |                |
|-------------------------------|-------------------------------|----------------|-----------------------------|----------------|
| Progress Charge               |                               | Total Involced | Previously                  | Current Amount |
| 8,107.50 X 41.25 % Co         | mplete                        | 3,344.00       | <b>Invoiced</b><br>2,033.00 | 1,311.00       |
|                               | Progress Charge Subtotal      |                |                             | 1,311.00       |
|                               |                               |                |                             | 1,311.00       |
| Top Task 312 Tota             |                               |                |                             | 1,511.00       |
| Top Task 611                  | 33rd/SP Shop Drawing Review   |                |                             |                |
| <u>Progress Charge</u>        |                               | Total Invoiced | Previously<br>Invoiced      | Current Amount |
| 3,000.00 X 100.00 <b>%</b> C  | omplete                       | 3,000.00       | 2,250.00                    | 750.00         |
|                               | Progress Charge Subtotal      |                |                             | 750.00         |
| Top Task 611 Tota             | ·                             |                |                             | 750.00         |
| Top Task 612                  | 33rd/SP Limited Constr Obser  |                |                             |                |
| Progress Charge               |                               | Total Invoiced | Previously<br>Invoiced      | Current Amount |
| 20,000.00 X 11. <b>47</b> % C | omplete                       | 2,293.50       | 0.00                        | 2,293.5        |
|                               | Progress Charge Subtotal      |                |                             | 2,293.5        |
| Top Task 612 Tota             | I                             |                |                             | 2,293.5        |
| Top Task 614                  | 33rd/SP RFI Support           |                |                             |                |
| Progress Charge               |                               | Total Invoiced | Previously<br>Invoiced      | Current Amoun  |
| 7,491.50 X 20,46 % Co         | omplete                       | 1,533.00       | 199.50                      | 1,333.5        |
|                               | Progress Charge Subtotal      |                |                             | 1,333.5        |
| Top Task 614 Tota             | ıl                            |                |                             | 1,333.5        |
| Top Task 620                  | 33rd/SP Record Drawings       |                |                             |                |

**Progress Charge** 

Page 3 of 3

Invoice Number Project Number 773992 215611917

|                                     |                          | Project Nu                |          |          | 215611911      |
|-------------------------------------|--------------------------|---------------------------|----------|----------|----------------|
|                                     |                          | Total Invoiced            | d Previo |          | Current Amount |
| 5,500.00 X 7.24 % Con               | nplete                   | 398.                      |          | 275.00   | 123,00         |
|                                     | Progress Charge Subtotal |                           |          |          | 123.00         |
| Top Task 620 Tota                   | l                        |                           |          |          | 123.00         |
| Top Task 715                        | Subdivision Platting Ser | vs                        |          |          |                |
| Progress Charge                     |                          | Total Invoiced            | d Previo | •        | Current Amount |
| 15,383.54 X 7.90 % Co               | mplete                   | 1,215.                    |          | 1,136.00 | 79.50          |
|                                     | Progress Charge Subtotal |                           |          |          | 79.50          |
| Top Task 715 Tota                   | l                        |                           |          |          | 79.50          |
| Top Task 720                        | Stake Signals            |                           |          |          |                |
| Progress Charge                     |                          | Total Invoiced            | d Previo | -        | Current Amount |
| 2,000.00 X 59,72 % Co               | mplete                   | 1,194.                    |          | 873.50   | 321.00         |
|                                     | Progress Charge Subtotal |                           |          |          | 321.00         |
| Top Task 720 Tota                   | l                        |                           |          |          | 321.00         |
| Top Task 900                        | Reimbursable Expenses    | S                         |          |          |                |
| <u>Disbursements</u>                |                          | Date                      | Cost     | %        | Current Amount |
| Direct - Postage & Co<br>FedEx      | ourier                   | 01/21/14                  | 54.05    | 10.00    | 59.45          |
| 2-533-11218<br>FedEx<br>2-540-43720 |                          | 01/28/14                  | 26.16    | 10.00    | 28.78          |
|                                     | Disbursements Subtotal   |                           |          |          | 88.23          |
| Top Task 900 Tota                   | l                        |                           |          |          | 88.23          |
|                                     |                          | Total Fees & Disbursement | S        |          | \$6,299.73     |
|                                     |                          | INVOICE TOTAL (USD)       |          |          | \$6,299.73     |
|                                     |                          |                           |          |          |                |



Page 2 of 2 SSCP CDD – Ph. 2 Subdivision & Infrastructure Stantec Project No. 215611917 February 21, 2014

#### Description of Services Peformed SouthShore Corporate Park CDD - Phase 2 Subdivision and Infrastructure Services Performed Through March 7, 2014

#### Task 312 - Construction Observations (30th Street)

- Sub-base and base inspections for 30<sup>th</sup> (4 visits)
- · Curb inspection and left turn base inspection for Shell Point (2 visits)
- · Prepare field reports/photo downloads

#### Task 612 - Construction Observations (33rd/Shell Point Road)

- · Shell Point base inspection
- Pay request review/client coordination/updates

### Task 613 - Construction Meetings/Coordination (33rd/Shell Point Road)

Task 614 - Assistance During Construction/RFI's (33rd/Shell Point Road)

- RFI overhead signs (R. Darley)
- Research/coordination on block numbers (for street signs) (R. Darley)
- Coordination/discussions with County/M, Miller on test results (R. Darley)
- Send striping/signage plans to Statewide (K. Diaz)

#### Task 720 - Stake Signals

- · Coordination on restake (Foster)
- Restake signal pole location (2 man crew, 2/24)

#### Task 900 - Reimurseble Expenses

. Mileage, Deliveries, and Couriers

#### SUBCONTRACTORS' APPLICATION FOR PAYMENT

(Developed as a guide by the Associated General Contractors of America, The National Electrical Contractors Association, The Mechanical Contractors Association of America, The Sheet Metal and Air Conditioning Contractors National Association and the National Association of Plumbing-Heating-Cooling Contractors.)

| DATE:  |                                     | 31-Mar-2014                |                      | <u> </u>        |            |              |
|--|-------------------------------------|----------------------------|----------------------|-----------------|------------|--------------|
| TO:  |                                     | South Shore<br>Community D | Corporate Park<br>ev | ATTN:           |            |              |
| FROM   |                                     | Ryan Compa                 | nies US, Inc.        | _ ATTN:         | Joseph W ( | Gray         |
| PROJE  | ECT:                                | SSCP CDD P                 | Personnel Leasing    | <del></del>     |            |              |
| RYAN COMPANIES US, 003491000 INC. PROJECT NO.: |                                     |                            | _                    |                 |            |              |
| PAYM   | ENT AF                              | PPLICATION N               | NO.: 7               |                 |            |              |
| INVOICE START DATE: 01-Mar-2014                |                                     |                            |                      | _ INVOICE END [ | DATE:      | 31-Mar-2014  |
| STATE  | MENT                                | OF CONTRAC                 | CT ACCOUNT:          |                 |            |              |
| 1.   | Origin                              | al Contact Amo             | ount:                |                 |            | \$230,000.00 |
| 2.   | Appro                               | ved Change O               | rders:               |                 |            | \$0.00       |
| 3.   | Appro                               | ved Deduct Ch              | nange Orders:        |                 |            | \$0.00       |
| 4.   | Adjust                              | ed Contract Ar             | mount:               |                 |            | \$230,000.00 |
| 5.   | Value                               | of Work Comp               | eleted to Date:      |                 |            | \$123,230.00 |
| 6.   | Materi                              | als Stored on              | Site:                |                 |            | N/A          |
| 7.   | Total t                             | o Date:                    |                      |                 |            | \$123,230.00 |
| 8.   | Less A                              | Amount Retaine             | ed: <u>0%</u>        |                 |            | N/A          |
| 9.   | Total l                             | _ess Retainage             | <b>ə</b> :           |                 |            | \$123,230.00 |
| 10.  | Total I                             | Previously Cert            | tified (Deduct):     |                 |            | \$113,310.00 |
| 11.  | AMOUNT DUE THIS REQUEST: \$9,920.00 |                            |                      |                 |            |              |

#### CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Ryan Companies US, Inc. relating to the above referenced project.

I also certify that payments, less applicable retention, have been made throughout the period covered by previous payments received from the contractor, to (1) all my subcontractors (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with the Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Contract.

| SUBCONTRACTOR: | Ryan Companies US, Inc.          |
|----------------|----------------------------------|
| BY:            | Joe Gray, Senior Project Manager |

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

31-Mar-2014 01-Mar-2014 31-Mar-2014 APPLICATION DATE: INVOICE START DATE: INVOICE END DATE: RYAN A+E, INC. PROJECT NO: APPLICATION NUMBER:

003491000

| _  | _                                       |  | 10   |              |
|----|---|--|--|--------------|
|    |   | RETAINAGE<br>(If Variable<br>Rate)                     | 40   |              |
| I  |   | BALANCE<br>TO FINISH<br>(C-G)                          | \$106,770.0  | \$106,770.0  |
|    |   | (O/O)  | 53.57826<br>0869565<br>2%  |              |
| 9  | TOTAL                                   | COMPLETED AND<br>STORED TO DATE<br>(D+E+F)             | \$123,230.00   | \$123,230.00 |
| ıL | 100000000000000000000000000000000000000 | MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN D<br>OR E) | N/A  |              |
| Ш  | PLETED                                  | THIS PERIOD  | \$9,920.00   | \$9,920.00   |
| O  | WORK COMPLETED                          | FROM<br>PREVIOUS<br>APPLICATION                        | \$113,310.00   | \$113,310.00 |
| ပ  |   | SCHEDULED<br>VALUE<br>(Contract<br>Amount)             | \$230,000.00   | \$230,000.00 |
| В  |   | DESCRIPTION OF<br>WORK                                 | Provide certain administrative personnel to assist the District Manager & the District Engineer with the administration & processing of construction related activities. | Total        |
| A  |   | ITEM NO.   | <u>~</u>   |              |

Document G703 CONTINUATION SHEET APRIL 1978 EDITION AIA 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE.. N.W.. WASHINGTON, D.C. 20006

\$ 2,000.00

Grand Total:

\$ 7,920.00

Grand Total:

South Shore Corporate Park Industrial CDD Project Supervision

|          | Ĭ   | ourly Rat  | Hourly Rate: \$110.00 | Hour  | ırly Rate | Hourly Rate: \$125.00 |
|----------|---|--|-----------------------|---|-----------|-----------------------|
| 2014-Mar | Superintendent #                          | # of Hrs   | Total                 | Project Manager # of  | # of Hrs  | Total                 |
| 1 2      |   |  |                       |   | X X       | All and the second    |
| 8        | Observe RIPA crews road work & TECO crews | 8  | 880.00                |   | \$        | -                     |
| 4        | Observe RIPA crews road work & TECO crews | 8  | 880.00                | THE REAL PROPERTY AND ADDRESS OF THE PERTY ADDRESS OF THE PERTY AND ADDRESS OF THE PERTY ADDRESS OF THE PERTY AND ADDRESS OF THE PERTY | \$        | <u>'</u>              |
| 5        | Observe RIPA crews road work & TECO crews | 8 \$   | 880.00                |   | \$        |                       |
| 9        | Observe RIPA crews road work & TECO crews | \$ \$  | 880.00                |   | \$        | 1                     |
| 7        | Observe RIPA crews road work & TECO crews | 8  | 880.00                | Seefried Meeting, SSCP Scheduling Meeting   | 4         | 500.00                |
| ∞ 0      |   |  |                       | · · · · · · · · · · · · · · · · · · ·   | 4         |                       |
| 10       | ECO cre                                   | 8  | \$ 880.00             | A. "我们就是这个人们是我们还是没有一个人们的,我们就是一个人们的,我们就是一个人们的,我们就是一个人们的,我们就是一个人们的,我们就是一个人们的,我们就是一个人们的,   | ) v       |                       |
| 11       |   | T  |                       |   | <b>}</b>  | -                     |
| 12       |   | \$   | -                     |   | \$        |                       |
| 13       |   | \$   |                       | Seefried Meeting; SSCP Scheduling Meeting   | 4         | 500.00                |
| 14       |   | 0,   | \$                    |   |           | -                     |
| 15       |   | 4  |                       |   | \$        | 一年 一年                 |
| 16       |   |  |                       |   | \$        |                       |
| 17       | Observe RIPA crews road work & TECO crews | 8  | 880.00                |   | \$        | 1                     |
| 18       |   | 0,   | - \$                  |   | \$        | 1                     |
| 19       |   | 7  | - \$                  |   | \$        | -                     |
| 20       |   | 0,   | - \$                  | Seefried Meeting; SSCP Scheduling Meeting   | 4         | 500.00                |
| 21       |   | •  | - \$                  |   | \$        | 1                     |
| 22       |   |  |                       |   | A         | S. 1521               |
| 23       |   |  |                       |   |           |                       |
| 24       | Observe RIPA crews road work & TECO crews | 8  | \$ 880.00             |   | \$        | 1                     |
| 25       |   |  | - \$                  |   | \$        |                       |
| 26       |   | 0,   | - \$                  |   | \$        | ,                     |
| 27       |   | 0,   | - \$                  | Seefried Meeting; SSCP Scheduling Meeting   | 4         | 500.00                |
| 28       |   | U,   | - \$                  |   | \$        | 1                     |
| 29       |   | lease of the lease |                       |   |           |                       |
| 30       |   | 1  |                       |   |           |                       |
| 31       | Observe RIPA crews road work & TECO crews | 8  | \$ 880.00             |   |           |                       |
|          |   |  |                       |   | ¥À        | 1                     |

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

South Shore Community Development District c/o District Manager 3434 Colwell Avenue, Suite 200 Tampa, FL 33614 February 28, 2014

Bill Number 74863 Billed through 01/31/2014

RECEIVED

MAR 0 5 2014

Series 2013 Project

SSCDD 00107 JJ

3000 00107 33

| 01/02/14 | TFM | Finalize signalization contract and confer with Jones regarding the same.   | 1.60 hrs  |
|----------|-----|---|-----------|
| // /     |     | the same of the same and the same that some regarding the same.   | 1.00 1113 |
| 01/02/14 | DGW | Revise and finalize contract for traffic signalization improvements; conferences with Mackie.   | 1.20 hrs  |
| 01/03/14 | TFM | Confer with Spooner regarding corrected insurance certificate and review same; confer with Gray, Harryman and Huber regarding contract execution status; review funding request number 3; confer with Robbins regarding revised bonds and review same and provide comments. | 1.50 hrs  |
| 01/06/14 | TFM | Review revised payment and performance bonds and confer with Robbins and Jones regarding the same; confer with Jones regarding finalized contract.  | 1.80 hrs  |
| 01/06/14 | DGW | Revise and finalize traffic signalization contract; conferences with Mackie regarding same.   | 0.80 hrs  |
| 01/07/14 | TFM | Confer with Jones.  | 0.30 hrs  |
| 01/08/14 | TFM | Confer with Harryman and Gray regarding execution of signalization agreement; confer with Jones regarding payment and performance bonds.  | 0.90 hrs  |
| 01/09/14 | TFM | Confer with Harryman and Kemper regarding notice to proceed.  | 0.40 hrs  |
| 01/10/14 | TFM | Confer with Jones regarding payment and performance bonds; review correspondence regarding signalization contract execution.  | 1.10 hrs  |
| 01/13/14 | TFM | Confer with Huber and Dieck regarding FDOT funding request; confer with Jones regarding payment and performance bond.   | 0.70 hrs  |
| 01/14/14 | TFM | Confer with Jones regarding performance and payment bonds; review draft FDOT funding request and confer with Dowell regarding same; confer with Royal and Roscoe regarding funding request.   | 1.20 hrs  |
| 01/15/14 | DGW | Research recording of performance and payment bonds; update and revise traffic signalization contract; conferences with Mackie.   | 1.00 hrs  |
| 01/16/14 | TFM | Confer with Roscoe, Dieck and Gray regarding status of vertical construction; confer with Gray regarding RIPA change order.   | 0.80 hrs  |

|                                     |   |   | 4 447              |         |            |  |
|-------------------------------------|---|---|--------------------|---------|------------|--|
| Series 2013 P                       |   | Page 2  |                    |         |            |  |
|                                     |   |   |                    |         | 3.00 hr    |  |
| 01/16/14                            | KFJ   | Confer with Johnson; amend closing documents. |                    |         |            |  |
| 01/21/14                            | 14 TFM Confer with Gray regarding notice to proceed and liquidated damages.           |   |                    |         |            |  |
| 01/23/14                            | 23/14 TFM Prepare change order number one to RIPA contract.                           |   |                    |         | 1.00 hr    |  |
| 01/24/14                            | 24/14 TFM Review finalized assignment documents and confer with Huber regarding same. |   |                    |         | 0.90 hr    |  |
| 01/27/14                            | 27/14 TFM Prepare change order number one and confer with Dieck regarding same.       |   |                    |         |            |  |
| 01/28/14                            | 28/14 TFM Confer with Harryman and Kemper regarding engineering invoices.             |   |                    |         | 0.40 hr    |  |
| 01/29/14                            | /29/14 TFM Confer with Dieck regarding change order number 1 and revise the same.     |   |                    |         | 0.40 hr    |  |
|                                     | Total fees for this matter  |   |                    |         |            |  |
| DISBURS                             |   | -   |                    | ~       | 1.08       |  |
|                                     | Long D  |   |                    |         | 1.65       |  |
|                                     | Research Materials  |   |                    |         |            |  |
| Total disbursements for this matter |   |   |                    |         |            |  |
| MATTER S                            | UMMAF   | RY  |                    |         |            |  |
|                                     | Wilbour   | rn, David - Paralegal                         | 3.00 hrs           | 125 /hr | \$375.00   |  |
|                                     | Jusevito  | ch, Karen F Paralegal                         | 3.00 hrs           | 125 /hr | \$375.00   |  |
|                                     | Mackie,   | A.Tucker Frazee                               | 13.80 hrs          | 215 /hr | \$2,967.00 |  |
|                                     |   | TOTAL F                                       | EES                |         | \$3,717.00 |  |
|                                     |   | TOTAL DISBURSEME                              | NTS                |         | \$2.73     |  |
|                                     |   | TOTAL CHARGES FOR THIS MAT                    | TER                |         | \$3,719.73 |  |
| BILLINGS                            | SUMMAI  | RY  |                    |         |            |  |
|                                     | Wilbour   | n, David - Paralegal                          | 3.00 hrs           | 125 /hr | \$375.00   |  |
|                                     | Jusevito  | ch, Karen F Paralegal                         | 3.00 hrs           | 125 /hr | \$375.00   |  |
|                                     | Mackie,   | A.Tucker Frazee                               | 13.80 hrs          | 215 /hr | \$2,967.00 |  |
|                                     |   | TOTAL F                                       | EES                |         | \$3,717.00 |  |
|                                     |   | TOTAL DISBURSEME                              | NTS                |         | \$2.73     |  |
|                                     |   | TOTAL CHARGES FOR THIS B                      | STLL               |         | \$3,719.73 |  |
| die neconi                          | ZZGNA C   | O., Inc.                                      | ill number on your | chock   |            |  |
| M approval                          | IN  | Dalgase include the b                         | ill number on your | LIIECK. |            |  |

MAR 1 0 2014

und 300 GL53900 OC (20)

back 900 16490

# Tab 4

# PROMISSORY PAYMENT AGREEMENT BY AND BETWEEN THE SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT AND SOUTH SHORE CORPORATE PARK, LLC

THIS AMENDED AND RESTATED PROMISSORY PAYMENT AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2014, by and between South Shore Corporate Park Industrial Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida, being located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District"), and South Shore Corporate Park, LLC, a Minnesota limited liability corporation, the primary owner and developer of lands within the boundaries of the District, whose address is 101 East Kennedy Boulevard, Suite 2450, Tampa, Florida 33602 (the "Developer").

#### RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, Florida Statutes by ordinance of the Board of County Commissioners in and for Hillsborough County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, facilities and services in conjunction with the development of lands commonly known as the South Shore Corporate Park (the "Property"); and

WHEREAS, the Developer is the primary developer of the Property; and

WHEREAS, the District planned to issue bonds to provide for the financing of certain capital improvements, facilities and services to benefit the Property, but such bonds were never issued; and

WHEREAS, the economic downturn has significantly and adversely affected the value of the Property; and

WHEREAS, the District and the Developer are parties to that certain Amended and Restated Agreement between the South Shore Corporate Park Industrial Community Development District and South Shore Corporate Park, LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property, dated January 13, 2009, and that certain First Amendment to the Amended and Restated Agreement between the South Shore Corporate Park Industrial Community Development District and South Shore Corporate Park, LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property, dated April 30, 2014 (as so amended, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the District will accept title to certain roadways and drainage ponds serving the Property, all as more particularly described in the Purchase Agreement (as described in the Purchase Agreement, the "Improvements"); and

WHEREAS, the District has elected to issue this promissory note in lieu of paying cash or other consideration for the Improvements; and

WHEREAS, the Developer accepts this note in consideration of the conveyance of the Improvements to the District, as of the date hereof.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Principal</u>. Subject to the conditions set forth below, the District promises to pay to the Developer the sum of Four Million Nine Hundred Seventy Thousand Six Hundred Two Dollars (\$4,970,602.00) (the "Principal Balance"). All sums owing under this Agreement are payable in lawful money of the United States of America. Said sums shall be paid only after District issuance of public bonds for the benefit of the Property.
- 2. <u>Interest</u>. Interest shall begin accruing on the date hereof and shall continue to accrue at a rate not to exceed 5.5%, but such interest shall only be payable to the extent that accrued interest may lawfully be included as a permitted cost of a future issuance of bonds or notes to repay the obligations described herein. In addition, the interest on such bonds or notes is not intended to be excludable by the holder from federal income taxes.
- 3. Repayment Terms. Though there are no current plans by the District to issue bonds or bond anticipation notes (as defined in Chapter 190 of the Florida Statutes) (together, the "Bonds") that would generate proceeds to repay the obligations contained herein, the Developer and the District hereby agree that the obligations described herein need not be repaid until such time as the Bonds are actually issued. The District agrees to repay the obligations described in Section 1 and Section 2 above (subject to the conditions described therein) of this Agreement within five (5) days of receipt of Bond proceeds from the issuance of the Bonds pursuant to Section 190.016 of the Florida Statutes, provided, however, that in the event the District does not receive sufficient Bond proceeds within five (5) years after the date of the this Agreement to pay the full amount owing under this Agreement, the District agrees that it shall take all steps necessary to impose, levy and collect special assessments to repay the Principal Balance plus accrued interest at the rate set in Section 2 above in not more than thirty (30) substantially equal annual installments.
- 4. Third Party Beneficiary. The District and the Developer acknowledge and agree that Inland American Real Estate Trust, Inc., a Maryland corporation ("Inland") is a third party beneficiary of this Agreement. Inland has made a loan to the Developer, which loan is secured by a portion of the Property (the "Inland Loan"). Notwithstanding anything to the contrary in this Agreement, the District specifically agrees, for the benefit of the Developer and Inland, that (a) it will not issue to the Developer new promissory notes, Bonds or levy special assessments without the prior consent of Inland; (b) in the event the Bonds are issued to a third party purchaser, the District shall obtain a letter from Inland confirming that the Developer is not in default of the Inland Loan, and if the Developer is not in default of the Inland Loan, the portion of the proceeds of the Bonds allocated to repay the amounts owed by the District to the Developer under this Agreement shall be paid fifty percent (50%) to Inland and fifty percent (50%) to the Developer, up to the

balance of the Inland Loan, and such proceeds paid to Inland shall be applied to all amounts due in connection with the Inland Loan in such order as is determined by Inland in its sole discretion. If the Developer is in default of the Inland Loan, and Bonds are issued to a third party purchaser, then one hundred percent (100%) of the portion of the proceeds of such Bonds allocated to repay the amounts owed by the District under this Agreement shall be paid directly to Inland or as Inland directs. In the event such proceeds are paid to the Developer instead of Inland, the Developer shall hold the entire cash distribution or other personal or real property interest in trust for Inland and deliver the same forthwith to Inland or as Inland directs; (c) the District shall not further amend this Agreement without the written approval of Inland, which all parties agree may be withheld for any reason; and (d) the District will notify Inland of all meetings of the District's board in the normal course of business and shall provide a representative of Inland with a reasonable opportunity to attend such meetings by telephone.

5. <u>Notices</u>. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties and to Inland as follows:

If to Developer:

South Shore Corporate Park, LLC

101 East Kennedy Boulevard, Suite 2450

Tampa, Florida 33602 Attn: Douglas Dieck

With a copy to:

Ryan Companies US, Inc.

50 South Tenth Street, Suite 300

Minneapolis, MN 55403 Attn: Audra Williams

If to District:

South Shore Corporate Park Industrial Community Development

District

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614 Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A. 123 South Calhoun Street Post Office Box 6526 Tallahassee, Florida 32314 Attn: Jonathan T. Johnson

If to Inland:

The Inland Real Estate Group, Inc.

2901 Butterfield Road Oak Brook, Illinois 60523 Attn: Michael Podboy

With copies to:

Straley & Robin

1510 West Cleveland Street

Tampa, Florida 33606 Attn: Mark K. Straley

The Inland Real Estate Group, Inc. 2901 Butterfield Road Oak Brook, Illinois 60523 Attn: General Counsel's Office

- 6. <u>Public Records</u>. The Developer understands and agrees that all documents of any kind provided to the District or to the District staff in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.
- 7. No Partnership or Joint Venture; Transferability. Nothing contained in this Agreement or elsewhere shall be construed as creating a partnership or joint venture between the District and the Developer or between the Developer and any other person or as causing the holder of the Agreement to be responsible in any way for the debts or obligations of the Developer or any other person. This Agreement may be transferred, sold, devised, assigned or otherwise conveyed to any third party following written notice to the District.
- 8. <u>Headings</u>. Headings at the beginning of each numbered paragraph of this Agreement are intended solely for convenience of reference and are not to be construed as being a part of the Agreement.
- 9. <u>Arm's Length Transaction</u>. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 10. <u>Amendments</u>. The parties acknowledge that there are not any previous amendments to the Initial Agreement. Any amendment to and waiver of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Developer, and if required by the terms hereof, Inland.
- 11. <u>Severability</u>. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 12. <u>Controlling Law and Venue</u>. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Hillsborough County, Florida.

- 13. <u>Recovery of Costs and Fees</u>. In the event either the District or the Developer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 14. <u>Authorization</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument. The District has authority to execute this Agreement pursuant to the provisions of Section 190.011, Florida Statutes.

| IN WITNESS WHEREOF,           | the parties hereto ha | ive caused this | Agreement | to be executed | as of the day |
|-------------------------------|-----------------------|-----------------|-----------|----------------|---------------|
| and year first above written. |                       |                 |           |                | •             |

|             | South Shore Corporate Park Industrial Community Development District |
|-------------|--|
| Print Name: | By, Its  |
|             | South Shore Corporate Park, LLC                                      |
| Print Name: | By Timothy M. Gray, Its President                                    |

### **EXHIBIT A**

### **South Shore Corporate Park**

Acquired Improvements
April 21, 2014 - FINAL LAND AREAS

| Description:   | Cost |           |
|--|------|-----------|
| 30TH Street - Segment 2, 33rd Street and Shell Point Road - Roadway Improvements       | \$   | 3,758,403 |
| Laurel Ridge - Roadway Improvements  | \$   | 402,138   |
| Traffic Signals (30th + Shell Point complete AND 30th + Laurel Ridge underground only) | \$   | 407,907   |
| Design, Project Management, CCEI, other expenses                                       | \$   | 883,050   |
| Total Infastructure Costs to Date  | \$   | 5,451,498 |

| Land:  | AC     | SF      | Cost | \$3.50 per SF |
|--|--------|---------|------|---------------|
| Meets and Bounds Parcels                     |        |         |      |               |
| 30th Street ROW - Parcel 7                   | 5.666  | 246,797 | \$   | 863,790       |
| 30th Street ROW - Parcel 8                   | 1.004  | 43,731  | \$   | 153,059       |
| 30th Street ROW - Parcel 9                   | 0.263  | 11,461  | \$   | 40,114        |
| 30th Street Water Retention Pond             | 2.921  | 127,225 | \$   | 445,288       |
| Triangle at 33rd Street and Shell Point Road | 0.002  | 68      | \$   | 238           |
|  | •      |         |      |               |
| SSCP, Phase 1A Plat                          | -      |         |      |               |
| (Shell Point Road) Tract E                   | 3.709  | 161,552 | \$   | 565,432       |
| SSCP, Phase 1B Plat                          |        |         |      |               |
| (33rd Street) Tract A                        | 1.901  | 82,811  | \$   | 289.839       |
| (Laurel Ridge Avenue) Tract B                | 1.058  | 46,099  | •    | 161,347       |
| Total:                                       | 16.523 | 719,744 | \$   | 2,519,104     |

| Total amount of instructure improvements and land    | \$<br>7,970,602   |
|--|-------------------|
| FDOT reimbursement for infrastructure via EDTF grant | \$<br>(3,000,000) |
| Total amount of amended and restated Promissory Note | \$<br>4,970,602   |

# Tab 5

#### **RESOLUTION 2014-05**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2014/2015 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the South Shore Corporate Park Industrial Community Development District (the "Board") prior to June 15, 2014, a proposed operating budget, debt service budget and capital projects budget for Fiscal Year 2014/2015; and

WHEREAS, the Board has considered the proposed budgets and desires to set the required public hearing thereon.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTH SHORE CORPORATE PARK INDUSTRIAL COMMUNITY DEVELOPMENT DISTRICT:

- 1. The operating, debt service and capital projects budgets proposed by the District Manager for Fiscal Year 2014/2015 attached hereto as **Exhibit A** are hereby approved as the basis for conducting a public hearing to adopt said budgets.
- 2. A public hearing on said approved budgets is hereby declared and set for the following date, hour and location:

DATE: August 6, 2014

HOUR: 9:00 a.m.

LOCATION: Rizzetta & Company

3434 Colwell Avenue, Suite 200

Tampa, FL 33614

- 3. The District Manager is hereby directed to submit a copy of the approved budgets to Hillsborough County and least 60 days prior to the hearing set above.
- 4. In accordance with Section 189.418, Florida Statutes, the District's Secretary is further directed to post this approved budget on the District's website at least two days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit this approved budget to Hillsborough County for posting on the local governing authority's website.
- 5. Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. This Resolution shall take effect immediately upon adoption.

# PASSED AND ADOPTED THIS 4<sup>th</sup> DAY OF JUNE, 2014.

| ATTEST:                        | SOUTH SHORE CORPORATE<br>PARK INDUSTRIAL<br>COMMUNITY DEVELOPMENT<br>DISTRICT |
|--------------------------------|---|
| Secretary/ Assistant Secretary | By:Chairman/Vice Chairman   |

## **EXHIBIT A**

**Proposed Budget for Fiscal Year 2014/2015**