# Fieldstone Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817 Phone: 407-723-5900, Fax: 407-723-5901

www.fieldstonecdd.com

The Continued meeting of the Board of Supervisors for the Fieldstone Community Development District will be held Wednesday, August 25, 2021 at 12:00 p.m. located at 8141 Lakewood Main Street, Bradenton, FL 34202. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

# **BOARD OF SUPERVISORS' MEETING AGENDA**

# **Organizational Matters**

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

# **General Business Matters**

1. Consideration of the Williams Scotsman, Inc. Lease Agreement Terms & Conditions

# **Other Business**

- Staff Reports
  - District Counsel
  - District Engineer
  - District Manager
- Audience Comments
- Supervisors Requests

# Adjournment



# FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Consideration of the Williams Scotsman, Inc. Lease Agreement Terms & Conditions



**Lease Agreement** 

Williams Scotsman, Inc. 5002 E. Hillsborough Avenue Tampa FL 33610-4815

Your WillScot Representative Vanessa Gil, Sales Representative

Phone: 813-621-0812

Email: vanessa.gil@willscot.com Toll Free: 800-782-1500

Contract Number: 1515490

Revision: 2 Date: August 10, 2021

| Lessee: 0010480343 Fieldstone Community Development District 5800 Lakewood Ranch Blvd Sarasota, Florida 34240 | Contact: Jamie Kuca Not Provided Not Provided, Not Provide Phone: 9413768496 Email: jkuca@nealland.cor | d <b>Delivery</b> D                |                                      | t): 08/18/2021 |  |
|---|--|------------------------------------|--------------------------------------|----------------|--|
| Rental Pricing Per Billing Cycle  |  | Quantity                           | Price                                | Extended       |  |
| 60x12 Mobile Office (56x12 Box)   |  | 1                                  |                                      | \$680.00       |  |
| Bas. Entrance-Steps T2  |  | 2                                  | \$70.00                              | \$140.00       |  |
| Data Hub Rental T2  |  | 1                                  | \$60.00                              | \$60.00        |  |
| Bas. 2-Office/Conf Package T2   |  | 1                                  | \$110.00                             | \$110.00       |  |
| Minimum Lease Billing Period: 18  |  | Total Recurring Building Ch        | narges:                              | \$680.00       |  |
| Billing Cycle: 28 Days  |  | Subtotal of Other Recurring Ch     | Subtotal of Other Recurring Charges: |                |  |
|   | T  | otal Recurring Charges Per Billing | Cycle:                               | \$990.00       |  |
| Delivery & Installation   |  |                                    |                                      |                |  |
| Fuel Surcharge Delivery   |  | 1                                  | \$81.00                              | \$81.00        |  |
| Fuel Surcharge Return   |  | 1                                  | \$73.80                              | \$73.80        |  |
| Essentials Material Handling  |  | 1                                  | \$400.00                             | \$400.00       |  |
| Delivery Freight  |  | 1                                  | \$450.00                             | \$450.00       |  |
| Block and Level   |  | 1                                  | \$1,260.00                           | \$1,260.00     |  |
| Teardown  |  | 1                                  | \$400.00                             | \$400.00       |  |

| Poture Freight        |   | 1   | \$400.00           | \$400.00               |
|-----------------------|---|---|--------------------|------------------------|
| Return Freight        |   | Total Delivery & Installation Ch              | \$410.00<br>arges: | \$410.00<br>\$3,074.80 |
| Final Return Charges* |   |   |                    |                        |
|                       |   | Due On Final In                               | voice*:            | \$0.00                 |
|                       | Total Including Recurring Billing Charges, Delivery, Installation & Return**: |   | eturn**:           | \$20,894.80            |
|                       |   |   | <u>'</u>           |                        |
| Summary of Charges    |   |   |                    |                        |
| Model: MO6012         | Quantity: 1   | Total Charges for(1) Building(s): \$20,894.80 |                    |                        |
|                       |   |   |                    |                        |



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Contract Number: 1515490 Revision: 2

**Date:** August 10, 2021

# Insurance Requirements Addendum QTY PRODUCT EQUIPMENT VALUE/BUILDING DEDUCTIBLE PER UNIT 1 MO6012 \$31262.00 \$3000.00

## Lessee: Fieldstone Community Development Di

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- 1. **Commercial General Liability Insurance**: policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- 2. **Commercial Property Insurance**: covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

# **Commercial General Liability Insurance**

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth in the Lease Agreement and Lessee shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

# **Commercial Property Insurance**

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth in the Lease Agreement and shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

FOR INFORMATIONAL PURPOSE ONLY: Please forward this document to your insurance carrier.



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# Clarifications

\*Final Return Charges are estimated and will be charged at Lessor's prevailing rate at time of return for any Lease Term greater than twelve (12) months. \*\*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

Please note the following important billing terms:

- In addition to the first billing period rental and initial charges, last billing period rent for building and other recurring rentals/services (excluding General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check.
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use MMConnect. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (5-4-21) located on Lessor's internet site (https://www.willscot.com/About/terms-conditions) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

| Invoicing Options (select one)   |   |  |  |  |  |
|--|---|--|--|--|--|
| [ ]Paperless Invoicing Option Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices  Corrected Email Address: | [ ]Standard Mail Option Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to: 5800 Lakewood Ranch Blvd Sarasota, Florida 34240 Enter a new billing address: |  |  |  |  |
| Signatures   |   |  |  |  |  |
| Lessee: Fieldstone Community Development District  | Lessor: Williams Scotsman, Inc.   |  |  |  |  |
| E Doto Williams  | Signature:  |  |  |  |  |
| Print Name: F. Pete Williams   | Print Name:   |  |  |  |  |
| Title: CHairman  | Title:  |  |  |  |  |
| Date: 08-24-2021   | Date:   |  |  |  |  |
| PO#:   |   |  |  |  |  |
| PLEASE RETURN SIGNED AGREEMENT TO: TAMLeases@willscot.com  |   |  |  |  |  |



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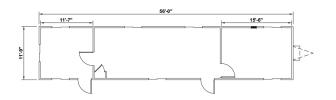
**Date:** August 10, 2021

## **Floorplan**

# 60' x 12' Mobile Office







#### Dimensions

- 60' Long (including hitch)
- 56' Box size
- 12' Wide
- 8' Ceiling height

## Exterior Finish

- Aluminum siding
- I-Beam frame
- Standard drip rail gutters

## Interior Finish

- Paneled walls
- Carpet or vinyl tile floor
- Gypsum or T-grid suspended ceiling

#### Electric

- Fluorescent ceiling lights
- Breaker panel

## Heating/Cooling

• Central HVAC or thru-wall AC

## Windows/Doors

- Horizontal slider windows
- (2) Vision panel door with standard lock or (2) steel door with dead bolt lock

#### Other

- Private office(s)
- Optional restroom

800.782.1500 | willscot.com

<sup>\*</sup> Photos are representational; actual products vary. Additional floor plans and specifications may vary from those shown and are subject to in-stock availability